

The complaint

Ms S complains about additional damage she said was caused to her vehicle while it was being repaired by an approved repairer for Aviva Insurance Limited (Aviva) following damage to her vehicle in an accident.

Any reference to Aviva in this decision includes their agents.

This decision covers Ms S's complaint to this Service about damage she says occurred to her vehicle while it was with Aviva's approved repairer (S). It doesn't cover other aspects of the claim, including liability for the accident.

Ms S was supported by a representative when bringing her complaint to this Service. References to Ms S include her representative.

What happened

In July 2023 Ms S's vehicle was involved in an accident, a collision with a third party vehicle in a car park, causing damage to her vehicle. She contacted Aviva to tell them about the accident and lodge a claim. Aviva assigned one of their approved repairers (S) to collect the vehicle for repairs (September 2023). Ms S said she took photographs of her vehicle before it was collected, to show its condition.

When the vehicle was returned early in the following month, she noticed there was paint chip damage on the rear of the vehicle close to where repairs had been carried out. There was also damage to a front tyre and wheel rim. Ms S contacted S to tell them about the damage. They agreed to repair the paint chip damage but refused to accept liability for the damaged tyre and wheel rim, saying it was pre-existing.

Unhappy at S's position, Ms S contacted Aviva. She sent them photographs of the vehicle before it was collected. Aviva didn't think the photographs supported Ms S's view but agreed to send an engineer to inspect the vehicle. Ms S was unhappy at the attitude of the engineer when he inspected the vehicle, disputing the damage wasn't other than pre-existing. The engineer said the paint chip damage had been agreed with S, that they would rectify the damage. However the engineer didn't think the damage to the wheel rim and tyre was caused while the vehicle was at S. Rather, it was pre-existing.

Ms S then complained to Aviva, who upheld the complaint in part. In their final response they noted their engineer confirmed the paint chip damage was something they'd need to rectify. But the engineer concluded the damage to the wheel rim and tyre was pre-existing. Based on the engineer's report, they declined to pay for the damage to the wheel rim and tyre. Aviva said Ms S could arrange for the chip to be repaired by S – although they also noted Ms S was unhappy for S to repair the paint chip damage because of her issues with the wheel rim and tyre. As a gesture of goodwill, for the trouble caused by the paint chip damage, Aviva offered £125 compensation to Ms S.

Ms S then complained to this Service. When the vehicle was returned, there was paint chip damage on the rear of the vehicle and damage to a front tyre and wheel rim. She'd had to

replace the tyre and wanted Aviva to reimburse the cost. She'd also suffered inconvenience from what had happened. Aviva had refused to accept liability for the damaged tyre and wheel rim, and their offer of £135 for the paint chip damage wasn't a fair reflection of the damage and inconvenience she'd suffered. She was also unhappy at the attitude of the engineer sent by Aviva to assess the damage to her vehicle after its return from S. She wanted her vehicle repaired for the damage while with S and a courtesy car while the vehicle was being repaired.

Our investigator didn't uphold the complaint, concluding Aviva didn't need to take any action.. He wasn't persuaded any damage to the wheel or tyre were caused by S, and the images provided by Mrs S of the vehicle before collection were sufficiently clear to show its condition before being taken to S. And the rear wheel appeared to have similar damage, indicating the damage to the front wheel could also have been pre-existing. Without another expert opinion to contradict Aviva's engineer conclusion the damage was pre-existing, the investigator couldn't uphold the complaint. He thought £125 compensation offered by Aviva for poor service was fair

Ms S disagreed with the investigator's view and requested that an Ombudsman review the complaint. She said the engineer had removed fragments (shards) of the wheel rim when inspecting the vehicle, which she thought indicated the damage was recent. Had the damage been pre-existing, then the fragments wouldn't have still been attached to the wheel as they would have come off as the vehicle was driven, washed and cleaned. She also reiterated her concerns at the behaviour of the engineer during the inspection and his independence as an agent of Aviva, saying the inspection lasted only five minutes. The photographic evidence showed damage to the wheel on its return – damage which wasn't apparent before its collection.

The vehicle was also returned with a cut on the tyre and a low tyre pressure warning. The tyre had to be replaced. Ms S also said the agent who collected the vehicle for repair refused to inspect it for any damage (Ms S said she was told that would happen at the repairer – but no such inspection took place). The photographs of the vehicle she took before collection showed no damage to the wheel.

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.

My role here is to decide whether Aviva have acted fairly towards Ms S.

The key issue in Ms S's complaint is the damage she says was caused to her vehicle while in for repair (with S). Specifically, paint chip damage and damage to a wheel rim and tyre. Ms S says both were damaged by S while in for repair, having taken photographs of the vehicle before collection she says shows no damage at that point. Aviva accept liability for the paint chip damage but not the wheel rim and tyre.

As Aviva have accepted liability for the paint chip damage and offered to repair it (S to repair it) I haven't considered this aspect in detail. I recognise Ms S may be reluctant for S to have the vehicle back to repair the paint chip, but I don't think it's unreasonable for Aviva to offer the chip to be repaired by S.

The key issue in dispute is therefore the vehicle wheel rim and tyre. Aviva's case notes include a comment the damage to the wheel is aged with dirt in the aluminium (of the wheel) and so not consistent with it being recent damage (while the vehicle was with S).

I've also looked at the report from the engineer who inspected the vehicle at Ms S's property after its return from S. In respect of the damage to the wheel rim and tyre, the report concludes:

"2. I can confirm there is kerbing on the left hand front wheel. Upon closer examination, this damage is somewhat aged, with dirt in the aluminium and not consistent with being recently damaged. The insured is adamant this has been damaged by the repairer. Mr S showed me an image on his phone, dated 5th October 2023 (date received vehicle back from repairers), which showed the same damage and was also somewhat aged with dirt within the aluminium..."

The engineer also questioned Mr S's version of the damage to the wheel and tyre.

The images of the wheel included in the engineer's report show kerbing of a section of the wheel, as described by the engineer.

Ms S maintains the wheel and tyre weren't damaged when the vehicle was collected. I've looked at the photographs carefully. The resolution isn't perfect, and it isn't possible to see a clear, untainted view of the aluminium rim immediately adjacent to the tyre. There appear to be some patches of a darker hue, although it's not possible to conclude definitively they aren't dirt or other debris.

There are also images of the wheel rim that I take to be after the return of the vehicle, showing close-up images of the wheel rim. These are clearly images of kerbing, including some fragments/shards of the kind described by Ms S.

So, while it is clear the wheel has been kerbed – the images in the engineer's report also show this – the images before the vehicle was collected don't clearly show the wheel wasn't damaged (kerbed) before its collection. So, I can't reasonably conclude the wheel was damaged while in with S for repair.

Ms S also raises a series of concerns about the behaviour and attitude of the engineer during the inspection. While I'm not doubting what she's said, this doesn't form part of the complaint considered by Aviva, nor do I have any evidence from Aviva on this aspect. So, I can't conclude on this point. In coming to my decision, I've considered the evidence available about the condition of the wheel and tyre before the vehicle's collection and after its return.

Taking all these points together, I've concluded Aviva acted fairly and reasonably in offering to rectify the paint chip damage, but not accepting liability for the damage to the wheel and tyre. Aviva offered £125 compensation for the service provided, acknowledging the damage from the paint chip was the responsibility of S. Considering all the circumstances of the case, I think that's fair and reasonable, so I won't be asking them to increase the award.

My final decision

For the reasons set out above, my final decision is that I don't uphold Ms S's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 5 November 2024.

Paul King
Ombudsman