

## **The complaint**

Mr E complains about how Aviva Insurance Limited (Aviva) has handled a claim under his car insurance policy.

## **What happened**

In May 2023 Mr E was involved in a motor accident. His car was stationary when it was hit in the side by another vehicle. So he made a claim under his motor insurance policy.

Aviva arranged for Mr E's car to be inspected by one of its engineers, who I'll refer to as 'S', who deemed Mr E's car a total loss. However, when Mr E's car was returned to him, he raised concerns about warning lights that had appeared that he said weren't there before the accident or before his car was in S's care. So Aviva arranged for S to re-inspect the car. Following this and in response to Mr E's complaint, Aviva told Mr E that S had confirmed the warning lights weren't as a result of the accident or as a result of their inspection. Instead, they were to do with normal wear and tear.

Aviva acknowledged one of the warning lights had appeared while the car was with S, so it agreed to cover the costs in repairing the issue. Aviva also acknowledged it had incorrectly declared Mr E's car a total loss, which led to delays in repairing the car. So it paid Mr E £300 in compensation for the trouble and upset it had caused. However, it maintained the other issues causing the warning lights to appear weren't accident or repairer related.

Mr E remained unhappy, so he asked this Service to consider the complaint. Our Investigator looked into his concerns but didn't think Mr E's complaint should be upheld. She was satisfied Aviva had provided sufficient information to show the warning lights weren't accident or repairer related.

Mr E disagreed with our Investigators outcome. So, his complaint has been passed to me to decide.

## **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 as an Ombudsman at this Service requires me to say how I think a complaint should be resolved quickly and with minimal formality. That means I'll focus on what I consider to be the crux of the complaint. Where I don't comment on every point made by the parties, that's not to say I haven't seen or considered them, it's just I don't think it necessary to specifically reference them in reaching my decision.

### Repairs

Mr E's car insurance covers him for repairs to his car following an accident. The policy limits Mr E's claims to accident-related damage only and does not cover any non-accident-related damage.

Considering Mr E's explanation of the accident and the fact he continued to use his car sometime after the accident, I would not have expected extensive damage to have been caused to his car. But I accept that even low impact accidents can and often do cause unexpected damage.

I've considered the available evidence. Mr E has sent images of his dashboard at the time his car was collected by S and there's no indication of any warning lights showing at the time. S drove Mr E's car around 30 miles to its garage (to carry out an inspection). And there's no reference to any warning lights being present during that journey. And Mr E has demonstrated the warning lights were present soon after the car was returned to him. So I can appreciate why he feels S caused additional damage to his car.

Aviva accepts some of the warning lights relating to the throttle appeared whilst in the care of S. And although it maintains the damage to the throttle wasn't as a result of the accident or S's involvement, it agreed to cover these repairs. As the issue regarding the throttle has been resolved, I'm satisfied Aviva's actions to cover these costs are reasonable.

The issues left for me to consider are the warning lights relating to the Dynamic Stability Control (DSC) unit. Mr E has now replaced the DSC unit, which I understand has resolved the issues. He says it was S that caused this damage and would like Aviva to cover the costs.

Warning lights are an indicator there's a problem with a particular part of the car. And either immediate action or further inspections are required depending on the warning light that appears. But although a warning light may appear, that doesn't always mean the damage occurred at that time. Instead, it may be a long-standing issue that's developed over time, which eventually prompts the warning lights to come on. And I think that's what's happened here in relation to the DSC unit.

That's because when Mr E arranged for an independent inspection of his car, the engineer who inspected it, identified problems with the DSC control unit caused by a build-up of moisture. The engineer gave two likely scenarios for this: insufficient maintenance or insufficient use or storage issues. Based on Mr E's servicing records, the engineer ruled out insufficient maintenance as the cause of the moisture accumulation. So he concluded the likely possible cause was infrequent use or storage conditions.

Mr E says Aviva stored his car for several months before the repairs went ahead. He says this delay might be the cause of the damage. While I appreciate Mr E's point of view on the matter, I can't ignore the warning lights showing issues with the DSC unit were already present before the car was stored. Although this delay in progressing things might have exacerbated the issues (although I've seen no documentary evidence to support that) I consider there were already problems with the DSC unit before then. So I can't reasonably conclude Aviva's delays in progressing the claim caused the damage to occur.

Ultimately, S held Mr E's car for around three days. During that time, I've seen no compelling documentary evidence to support S stored Mr E's car incorrectly or that it completed repairs to the DSC system which would compromise its functionality that could lead to an increase in moisture build up. While I accept Mr E's car may have returned to him with warning lights apparent on the dashboard, I've not seen evidence that the lights were showing as a result of the damage caused to Mr E's car either because of the accident or the inspection completed by S. So I can't say Aviva is responsible for covering the cost of the repairs.

Customer service

Aviva accepts the service it provided to Mr E during the claims process was poor. It acknowledges it incorrectly treated the claim as a total loss which caused delays in arranging and completing the repairs to Mr E's car. Mr E had to repeatedly contact Aviva to progress matters, which in my view, caused undue frustration and inconvenience over and above what I'd expect to see in a normal claims journey. But I'm aware Aviva provided Mr E with a courtesy car whilst the claim was on-going, which limited the impact its actions had on him.

I have sympathy for Mr E's complaint about the poor communication from Aviva. He's particularly unhappy with the information he was provided with when discussing his concerns with Aviva, and its failure to progress matters. I haven't detailed everything here – but I've considered everything Mr E has said about the impact on him.

Mr E says he had to take time away from work in his dealings with Aviva so he wants Aviva to pay compensation equal to the time he lost out on. But this Service doesn't award compensation based on someone's daily or hourly rate of pay. So I'm not able to require Aviva to pay this amount. All things considered, I find the £300 compensation Aviva offered fairly reflects the impact Aviva's level of service had on Mr E. I'm satisfied this amount is fair, reasonable and proportionate in the circumstances of this complaint. So, I make no further award.

### **My final decision**

My final decision is I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 13 December 2024.

Adam Travers  
**Ombudsman**