

The complaint

Mr A complains that Aviva Insurance Limited (“Aviva”) has unfairly declined a claim he made under his motor insurance policy, following a collision.

What happened

Mr A reported a road traffic collision, which occurred on 1 December 2023, to his car insurer, Aviva.

Initially, Mr A says he was told the vehicle would be repairable and wouldn't be written off. Following further assessments, Aviva told Mr A his vehicle was a total loss and beyond economical repair. He says it assured him that the total loss payment would be made to him, but that it later declined his claim on the basis that it was fraudulent.

In its letter to Mr A in May 2024, Aviva let him know it wouldn't be settling his claim as he'd expected it to, and was repudiating it in full because it wasn't convinced the accident happened how he'd said it did. Mr A says this has affected him financially as his car has been off the road and damaged since the collision.

Mr A also says Aviva's actions have affected his wellbeing as he's been accused of fraud when he says he has been truthful. Aviva told Mr A that it had arranged for an independent engineer to assess the damage to the vehicle and that the engineer had concluded that the damage wasn't consistent with the circumstances he'd described. It said that although he'd told Aviva he'd been driving at 30-40mph when his vehicle was hit, the engineer was of the view that his vehicle was parked when it was hit. Mr A disagreed, so he raised a complaint.

He said he had pictures from the scene of the accident and a police log, so didn't think Aviva's decision was fair. He also said there had been delays and a lack of communication during the claims process.

In its response to his complaint, Aviva said it was unable to overturn the claim decision and didn't think it had acted incorrectly. Because Mr A didn't agree with Aviva's response, he referred his complaint to this service.

Our Investigator considered the complaint, and ultimately didn't think it should be upheld. He said that based on the evidence Aviva had provided, he didn't think Aviva had declined the claim unfairly. Mr A didn't accept our Investigator's view, so the complaint has now come 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.

As this is an informal service, I'm not going to respond here to every point raised or comment on every piece of evidence Mr A and Aviva have provided. Instead, I've focused on those I consider to be key or central to the issue. But I would like to reassure both parties

that I have considered everything submitted. And having done so, I'm not upholding this complaint. I'll explain why.

Mr A has found it unfair that Aviva has accused him of not being truthful about the circumstances of the accident. He's said he was driving at 30-40mph when another car took a right turn and collided with his vehicle. He says his vehicle came to a stop and that's when the collision happened. He's also said he wanted to see the forensic report which led Aviva to accuse him of fraud.

The Insurance Act 2015 sets out what an insurer can do in the event of a "fraudulent" claim. It states that an insurer can refuse to pay a claim and cancel the policy, whilst keeping the premiums, if a claim is false or exaggerated.

Mr A's policy also says, under the section entitled "Fraud":

"You must not act in a fraudulent manner. You, any authorised driver, or any person acting for you must not make false or exaggerated claims. If you, any authorised driver, or anyone acting for you makes a claim knowing any part of it to be false or exaggerated, the insurer will not pay the claim and the insurer will cancel your policy".

Mr A has disputed Aviva's allegations and says the circumstances of the accident were exactly as he'd described. So I've considered the evidence Aviva has provided, which it's relied on in coming to its decision about the claim. And based on that evidence, which includes the engineer's analysis, I'm not persuaded that Aviva has acted unreasonably.

I should clarify that it's not my role to determine whether the claim was fraudulent. My role is to decide whether Aviva has acted fairly and reasonably in all the circumstances, based on the policy terms and the evidence available to it. And because I can see it's relied on an expert report, I've considered this report alongside the decision Aviva reached about the claim, and what it's entitled to do under the terms of the policy and under the Insurance Act. And I'm satisfied from what I've seen that Aviva's comments are supported by the contents of the engineer's report, in relation to its concerns around the circumstances of the accident.

Mr A has also asked why Aviva failed to obtain the police bodycam footage from the scene of the accident, and he's mentioned that the engineer's report hasn't been shared with him. I consider the report itself to be sufficient evidence to support the action Aviva has taken, so I don't consider it's acted unreasonably by not obtaining further information such as police bodycam footage. And Aviva has said the report can't be shared with Mr A – this isn't unusual in cases where a claim has been declined on the basis that it is fraudulent.

So, based on everything I've seen, I don't consider Aviva has acted unfairly in relation to its decision to decline the claim.

Mr A also says Aviva took too long to handle his claim and there was a lack of communication throughout the process. The insurance industry regulator, the Financial Conduct Authority (FCA), has set out rules and guidance about how insurers should handle claims. These are contained in the 'Insurance: Conduct of Business Sourcebook' (ICOBS). ICOBS 8.1 says an insurer must handle claims promptly and fairly. I've kept this in mind when considering Mr A's complaint.

I've looked at the timeline of events and I can see the claim was made at the end of February and the decision communicated to Mr A in early May – just over two months later. I don't think the time Aviva took to reach a decision about the claim was unreasonable in this case. I say this because, although its communication with Mr A could've been better and it

could've kept him more up to date with progress, I can see it was investigating the claim in the background and liaising with various third parties, and I've not found that there were any unreasonable or avoidable delays, given the discussions that were taking place.

Although I've found that communication between the parties could've been better, I don't think this had a significant impact. I say this because Mr A's claim would've still been declined once Aviva received the engineer's report. And this would've meant Mr A's vehicle would've still been damaged for the same length of time it has been. So I don't consider any lack of communication has had a material impact on Mr A's circumstances.

I'm sorry to disappoint Mr A. I appreciate he feels there has been an injustice – but I should reiterate that it's not for me to say whether his claim was fraudulent or not. I've only determined that Aviva was entitled in the circumstances, under the terms of Mr A's policy, and under the Insurance Act 2015, to take the action it did in this case.

My final decision

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 4 April 2025.

Ifrah Malik
Ombudsman