

## **The complaint**

Mr D complains about how Aviva Insurance Limited (Aviva) handled a claim under his motor insurance policy for damage to his car following an accident.

## **What happened**

In April 2025 Mr D's car was damaged in a non-fault accident, so he made a claim on his insurance policy. Aviva accepted the claim and repairs were arranged. Mr D later complained to Aviva about the repairs. In particular, he complained about the rear parking sensors not working properly which he said occurred whilst his car was with Aviva's approved repairer.

In its response to the complaint, Aviva said it didn't believe the parking sensors issue was related to the accident or its repairer's work. But it acknowledged there had been delays and that his car had been returned with missing clips. To apologise for these issues, it offered to pay £35.70 for the missing clips and £300 compensation for any distress and inconvenience caused.

Mr D remained unhappy and came to our Service. Our Investigator didn't think Aviva needed to take any further action. Mr D didn't agree. He said his car didn't have any issues with the rear parking sensors prior to the accident and that the repair report confirmed Aviva's repairer worked on the rear bumper, so he believed it caused the parking sensor issue. Mr D also said Aviva told him its repairer would use genuine, manufacturer approved parts but it used old parts.

As the complaint couldn't be resolved, it has been passed to me for 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'm aware I've set out the background to this complaint in less detail than the parties have presented it. I'm not going to respond to every single point raised. Instead, I've focused on what I find are the key issues here. I assure both parties, however, that I've read and considered everything they've provided.

I also want to make clear that under this complaint I'm considering the issues Aviva addressed in its final response of 15 August 2025. Following our Investigator's view, Mr D raised concerns about Aviva taking advantage of his difficulty in understanding its responses by using highly technical and confusing language. However, these concerns weren't part of Mr D's original complaint to Aviva in June 2025, so I can't address them here. As previously mentioned by our Investigator, Aviva has to be given the opportunity to address issues first before we can consider them.

### Rear parking sensors

We're not engineers. So, we don't assess how or whether damage has occurred. Our role is to consider if the insurer has fairly considered the available evidence and justified its decision about repairs. We look at all the available evidence, including anything provided by the policyholder, the insurer, and the repairer.

In situations like this, where evidence is incomplete or contradictory, I'll need to make my decision on the balance of probabilities. That is, what do I consider is more likely than not, based on the available evidence.

Mr D's position is that Aviva's repairer caused the parking sensors issue he experienced after the car was returned to him. But Aviva says the issue isn't related to the accident or repairs. So, I've thought about whether it was fair for Aviva not to repair the parking sensors.

The repair report confirms Aviva's repairer carried out repair works to the front of the car which had sustained minor to moderate damage. I note that after the repairs were completed, the car was returned to Mr D on 7 May 2025. Mr D didn't contact Aviva until about a month after, on 9 June 2025, to report issues with the rear parking sensors. Aviva's repairer confirmed no repairs were carried out to the rear of the car, however, it agreed to test the sensors. The diagnostic scans showed there were no faults detected with this part. I therefore don't think it was unreasonable for Aviva to rely on its repairer's assessment that the sensors issue was unrelated to the accident or repairs.

The report does contain a labour line which says '*Rear bumper carrier rust proofing*' and I understand Mr D thinks this proves the repairer conducted work to the rear of the car which then caused the sensors issue. However, I can see the repairer wrote to Mr D to explain that the above line referred to the application of cavity wax to the front bumper support, which was replaced as part of the repairs and not the rear bumper itself. The repairer said the report wording may occasionally lead to misinterpretations and to reassure him further, it offered to provide him with a screenshot of the report if that was something he wanted to see.

So, on balance, taking everything into account, I'm not persuaded that the parking sensors issue was caused by Aviva's repairer. I'm satisfied the repairer provided a reasonable explanation for the labour line in question and I think it's unlikely it would've conducted any repairs to the rear of the car when the damage was confined to the front. It's also reasonable to think Mr D would've reported the issue as soon as his car was returned to him but this didn't happen until about a month later.

I appreciate Mr D disagrees but he hasn't provided any expert engineering evidence to counter the repairer's view that the parking sensors issue was unrelated to the accident or the repairs. So, I think Aviva has reasonably considered the evidence available and justified its decision that it's not responsible for the repairs of this issue.

Aviva has stated it would consider any engineers' report suggesting that the rear parking sensors are related to the accident or the repairs. As the current evidence doesn't support Mr D's position that the issue is related to the accident or repairs, I think Aviva's offer to review further evidence is a fair one.

### Car parts

Mr D asked Aviva if its repairer would use genuine, manufacturer-approved parts and I can see that it confirmed all of its approved repairers use manufacturer approved parts with a three year guarantee on all repairs. Mr D says Aviva's repairer used old parts but he hasn't provided any further explanation or supporting evidence of this. So, I'm unable to say Aviva

acted unfairly in respect to this aspect of Mr D's complaint.

### Handling of the claim

It's not disputed that Aviva could've handled Mr D's claim better. Aviva has offered £300 compensation for its poor claim handling and a further £35.70 for the cost of the missing clips so that Mr D isn't out of pocket.

Having considered our award bands alongside the impact on Mr D, I think the £300 already offered recognises the avoidable delays and the impact on Mr D whilst waiting for his car to be repaired and returned. I'm mindful these types of claims can often involve a level of stress and inconvenience even if everything had gone smoothly. I'm also aware Mr D had the benefit of a hire car for the duration of his repairs, so the impact of the delays was lessened by his access to an alternative car.

All things considered, I think the £300 compensation is reasonable, and in line with what I'd direct in the circumstances. So, I won't be asking Aviva to do anything more than pay the compensation it has already offered.

### **My final decision**

Aviva Insurance Limited has already made an offer to pay Mr D £300 compensation alongside £35.70 for the missing clips. I find this offer to be fair in all the circumstances. So, my final decision is that Aviva Insurance Limited should pay a total of £335.70 to Mr D, if it hasn't already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 11 March 2026.

Linda Tare  
**Ombudsman**