

## **The complaint**

Miss A complains about how Aviva Insurance Limited (“Aviva”) handled a claim under her motor insurance policy. When I mention Aviva I also mean its approved repairers and suppliers.

## **What happened**

Miss A had a motor insurance policy with Aviva covering her car.

Her car was hit by a third-party vehicle causing damage to the offside mirror. She contacted Aviva and made a claim.

Aviva carried out repairs at one of its approved repairers. The car was returned to Miss A.

She noticed that her car was making some noises and complained to Aviva.

It carried out an inspection. Aviva’s inspector didn’t think the noises were associated with the damage that had been caused in the collision as they couldn’t find any other damage.

Miss A took her car for its MOT test, which it failed. She also took her car to a main dealer for the brand. She paid the dealer for some work to fix the bonnet latch. Aviva said it didn’t think the work done was related to the collision.

As she remained unhappy, she brought her complaint to this service. Our investigator looked into it and thought it wouldn’t be upheld. She thought Aviva acted fairly in how it dealt with Miss A’s claim and inspected the work done.

Miss A didn’t agree with the view and asked that it was reviewed by an ombudsman. So, her complaint has been passed to me to make a final 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 need to start by saying that, in her response to the view, Miss A has raised further issues about the quality of repair to the mirror, and part of her claim for a car seat. But I can’t see that she’s brought those parts of her complaint to Aviva, or that it’s issued her with its final response, so I’m not able to consider them further here. I can see Miss A has now made those complaints to Aviva and if she remains happy they may reach this service in due course.

What I’m able to consider in this decision is Miss A’s allegation that the bonnet was also damaged in the collision, and so should have been included and fixed under the claim.

Having read the file of evidence, I’m not upholding Miss A’s complaint and I’ll explain why I’ve reached this decision.

Evidence in the file shows me that Aviva repaired the damage on Miss A's car in around October 2024, and carried out an inspection of it in late October after she complained. There's no comment in the repairer's notes about damage to the bonnet or latch, and I can see that there'd be no need to do this because, as I've mentioned above, the damage was caused to the offside mirror.

The inspector said they couldn't find any other damage, and carried out a road test to check the car.

Aviva said Miss A could have her own inspection carried out on the affected parts and the noises her car is making, but she didn't want to do so.

I think Aviva's offer is fair. If Miss A wishes to pursue that part of her complaint further, she can obtain a suitable expert's opinion, and provide her evidence to Aviva. This service would support Aviva refunding the reasonable cost of the report to her if it's found that the noises or other damage was missed in Aviva's repair process and it's linked to the original claim.

Miss A later paid for the bonnet to be dealt with by a main dealer. From the invoice, I can see that the main dealer lubricated the latch, which was seized. What that would seem to mean is that no repairs were carried out – just maintenance.

Aviva has said the evidence shows that there wasn't damage that could reasonably be linked to the collision with the third party. I've thought about this, and I agree. The main dealer carried out work to make the latch function, but it doesn't seem to have replaced anything. From the file, the bonnet release handle in the car seems to be located near or next to the mirror adjustment knob, and it's my understanding that Miss A believes there was damage to both components.

But the evidence shows me that work was done to the latch, not the lever, which are likely connected by a metal cable rather than by electrical means. There's no mention that the bonnet was damaged in Aviva's file or Miss A's description of the damage, so I think it's likely that the work Miss A paid for was done to rectify poor maintenance.

Miss A has asked this service to review her car's MOT history. Having done so, I can see her car doesn't seem to have covered many miles each year, and that much of the issues mentioned on its MOT history seem to be wear and tear related, requiring maintenance to fix.

Aviva also paid for a further expert inspection of Miss A's car, which confirmed the latch had been lubricated. I can see from their notes that Miss A wasn't willing to discuss their findings, and drove away from the inspection.

Having read the complete file, I think Aviva acted fairly in how it dealt with Miss A's claim. It responded to her complaints and carried out a further inspection. I do appreciate Miss A won't agree with my decision, but this service has an evidence-based approach, and the evidence on file shows me that Aviva acted reasonably in how it dealt with Miss A's claim. So, I'm not upholding her complaint.

### **My final decision**

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss A to accept or reject my decision before 23 March 2026.

Richard Sowden  
**Ombudsman**