

The complaint

Mr N complains that Aviva Insurance Limited refused to authorise necessary repairs to his car after it was stolen and suffered damage.

What happened

Mr N and his partner, Miss S, own a prestige car. Miss S has finance on the car. Mr N insured it with Aviva and, at the time of the claim, was the sole policyholder and driver on the policy.

The car was stolen in late September 2024. Shortly after the police recovered it. Owing to issues with the finance company, the car was not released to Mr N until January 2025. Mr N then took the car to a repairer, who I'll call repairer S, which provided an estimate for repairs.

One of Aviva's field engineers assessed the car. Aviva then disputed whether all the repairs were theft related. Eventually Aviva paid Mr N a cash-in-lieu settlement of £4,888, less Mr N's £600 excess, to enable him to arrange and pay for repairs. But Aviva didn't include the cost of engine repairs within that settlement as it didn't think those stemmed from the theft.

Mr N complained. Aviva thought it had settled the repair claim reasonably. But it acknowledged it had caused delays and paid Mr N £300 compensation.

Mr N brought his complaint to the Financial Ombudsman Service. After he'd done so another repairer, repairer H, provided a repair estimate for Mr N's car that was around £14,000. Aviva sent another engineer (the second engineer) to assess the car. But he didn't authorise any further repairs.

One of our Investigators looked into Mr N's complaint. He thought that Aviva's decisions concerning the repairs were reasonable. But he didn't think Aviva had handled the matter well overall. He said there'd been delays, poor service and a lack of communication and clarity throughout. He said that as a result there was confusion as to progress and Mr N had to constantly chase Aviva. Also because of the delays, repairer S eventually refused to repair the car and Mr N had to move it elsewhere. To address the impact of Aviva's mistakes the Investigator recommended that it increase its compensation by £450 and add simple interest at a rate of 8% to that sum from that date it paid Mr N £300 to the date it made a further payment to him.

Aviva accepted our Investigator's assessment of the complaint and agreed to make the recommended payment to Mr N.

Mr N remained dissatisfied. So, as the complaint remains unresolved, it's been passed to me to determine.

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.

Mr N and Miss S have also complained about the actions of their finance company. We are considering that complaint under a separate reference number. Aviva is not responsible for

the actions of the finance company, so I will not make any findings or comments about that complaint in this decision.

In bringing this complaint Mr N's made a number of points. I've considered everything on file. However, I do not intend to address each and every issue raised. Instead I will focus on what I see as being the key matters at the heart of Mr N's complaint and the reasons for my decision.

It's not disputed that Mr N's claim and repair journey were anything but smooth. Indeed Aviva recognised this when it paid Mr N £300 compensation. It also accepted our Investigator's recommendation to increase this sum by £450 and pay 8% simple interest on top. Given there's broad acceptance between Aviva and Mr N about the claim and repair journey, I don't think I need to summarise the events here.

Instead it seems that key issue for Mr N is that Aviva did not authorise all the repairs he expected it to. In particular, he's concerned it didn't authorise repairs to the issues causing the rough running of the engine. Mr N's account is that the car was well looked after and had run smoothly before the theft. But, from the first day it was collected following after the theft there were instantly issues with the engine that were new. For example it would only run in 'limp mode'.

Also I've noted that repairer S told him it thought the issues with the engine were related to the theft. So I can fully understand why he feels Aviva should have covered those issues in its settlement offer and that it was trying to avoid its liabilities by refusing to do so.

However, from Aviva's point of view it wasn't persuaded that the engine issues were related to the theft. Repairer S did advise Aviva that it had told Mr N it thought the engine issues were theft related. But, soon after, repairer S then said it couldn't prove one way or another whether the engine issues were theft related or not. Repairer S told Aviva it would need to do more diagnostic work, which Aviva authorised.

Having run the further diagnostic, repairer S said that some of the car's cylinders were not running as a result of a carbon build up. It said this would only happen over time. As such Aviva's field engineer concluded that the issues with the engine weren't as a result of the theft and had been caused over a longer period. So Aviva didn't authorise the engine repairs. Instead it made a cash-in-lieu settlement to allow Mr N to repair other damage, which were largely internal and which it accepted did happen in the theft.

Mr N then took the car to repairer H because repairer S no longer wanted to handle the matter. Repairer H produced another estimate for repair. That estimate also included significant work required on the engine. Again Mr N thought that Aviva should cover the costs of the majority of that work, although he did accept that some issues, particularly those relating to electrical components might not have been theft related.

Aviva's second engineer assessed the car. Concerning the engine issues he noted that:

"technicians observed excessive carbon deposits on the piston crowns, valve faces, and spark plug electrodes. Spark plugs installed did not match manufacturer specifications, Combustion chamber surfaces exhibited heavy soot accumulation. Incorrect spark plugs altered the electrode gap and heat range, leading to incomplete fuel burn. That incomplete combustion caused accelerated carbon build-up. Over time, deposits disrupted airflow and spark efficiency, resulting in the rough running condition."

We're not engineers so when looking at technical disputes of this nature we will be guided by the evidence of experts such as Aviva's engineers. And the engineering evidence I've seen is that the issues with the engine have more likely than not occurred over time. I don't think Mr N has argued that the thieves changed the spark plugs in the car to incorrect ones, or otherwise did something to the car to cause the carbon build up. And he hasn't submitted any other expert evidence to counter the diagnosis Aviva's engineer gave.

Mr N said that Aviva's engineers are not independent whereas repairer S, which initially told him the engine issues were theft related is. I accept that at one point in time repairer S told Mr N it thought the engine issues were theft related. But, after carrying out a comprehensive diagnostic the conclusion changed to being an issue with a carbon build up, which had happened over time. So, it seems that, eventually, repairer S also concluded that the engine issues were not theft related. In those circumstances I think Aviva acted fairly in refusing to authorise payment for the costs of the engine repairs.

Further, Aviva has not agreed to authorise repairs in respect of the majority of the other issues on repairer H's estimate. That's because its engineer found those to be resultant from wear and tear. Mr N hasn't produced any other expert evidence to counter those conclusions.

Mr N did take issue with the second engineer's most recent findings concerning repairs required to the "right hand roof flat trim". The second engineer concluded that the issue here occurred after a previous repair failed and that it was not theft related. He also commented that it was unlikely to have happened in the theft because the roof mechanism requires a key to operate it and the car was stolen without a key. So he said this raised doubt about whether the damage could have happened at the time of the theft or while stolen.

In contrast Mr N argues that the roof mechanism would operate as long as the vehicle had power, regardless of whether it had a key or not. I take his point but that doesn't mean that the damage happened in the theft. Further, as far as I'm aware repair to the "right hand roof flat trim" was included within the estimate that Aviva initially authorised. So it seems that Aviva had already paid Mr N a cash-in-lieu sum including this repair, even if its second engineer didn't think the matter was theft related.

But even if I have misunderstood that point and Aviva hasn't covered the costs of the roof repair, I don't think that means Aviva has to pay Mr N for it now. As I said above the second engineer has concluded that the roof repairs required were not as a result of the theft. And I've seen no evidence beyond Mr N's comments, which persuade me that the second engineer's conclusion was wrong.

It follows that I'm not going to instruct Aviva to authorise or pay for further repairs to Mr N's car.

However, as I've said above, Aviva has already accepted our Investigator's recommendations to pay further redress to Mr N in recognition of the impact its poor claim handling had upon him. I think that's a reasonable response to Mr N's complaint in the circumstances, so I do not intend to instruct it to do anything more.

My final decision

For the reasons set out above Aviva must take the actions it agreed to in response to our Investigator's assessment of the complaint. That includes paying Mr N a further £450 in compensation and adding simple interest to that sum at a rate of 8% a year¹.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr N to accept or reject my decision before 26 February 2026.

Joe Scott
Ombudsman

¹ If Aviva considers that it's required by HM Revenue & Customs to take off income tax from that interest, it should tell Mr N how much it's taken off. It should also give him a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.