

The complaint

Miss W complains about how Aviva Insurance Limited (Aviva) handled a claim under her motor insurance policy for damage to her car following an accident.

What happened

In September 2025, Miss W's car was damaged in an accident, so she made a claim on her insurance policy. Aviva accepted the claim and arranged for Miss W's car to be collected by one of its approved repairers. A few days after collecting the car, the repairer told Miss W the car wouldn't start and was smoking.

Miss W complained to Aviva about her car developing a battery fault whilst in its repairer's possession. She also complained about the lack of a suitable courtesy car and poor communication. Lastly, she said she suffered loss of income of around £2,000 and significant distress and inconvenience which affected her wellbeing.

In its response to the complaint, Aviva said it had taken Miss W's car to a main dealer for further investigation who concluded the fault was due to a leaking fuel injector which allowed soot to crystallise and affect surrounding components. It said this was due to wear and tear and not related to the accident or the repair process. It confirmed it would complete the accident related repairs once Miss W confirmed she'd carry out the repairs for the battery issue at her own cost.

About the courtesy car, Aviva said Miss W had requested an upgrade but under the policy terms she was only entitled to a three-door hatchback. However, it acknowledged the initial information it gave her about the possibility of an upgrade was unclear and confusing. It also acknowledged there had been a lack of updates, particularly between 21 September 2025 and 22 September 2025. To apologise for its poor communication, it offered Miss W £150 compensation. Lastly, it said it hadn't received any supporting information about Miss W's loss of income, so it asked her to provide any relevant documentation for it to consider that further.

Miss W remained unhappy and came to our Service. Following our involvement, Aviva said it would increase its compensation by a further £200, bringing the total compensation offer to £350. Our Investigator thought Aviva's offer to resolve the complaint was fair. Miss W didn't agree. She said Aviva based its decision that the battery issue wasn't related to the repairs on an invoice and short summary from the main dealer and not proper evidence. She said without a formal diagnostic report or technician notes, Aviva's conclusion that this was a wear and tear issue cannot be verified.

As Miss W didn't agree with the Investigator, the 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.

Miss W has spent a great deal of time providing information to support her complaint and I appreciate this matter is very important to her. While I've summarised this complaint using my own words, I'd like to reassure Miss W that I've considered all of her points. But I've only addressed those I consider key to the outcome of the complaint. This isn't meant as a discourtesy, it simply reflects the informal nature of our Service.

The scope of my decision

I note Miss W's claim has continued beyond the final response Aviva issued in October 2025, and she's remained unhappy with how it's handled matters. To be clear, in this decision, I will only be looking at issues up until its final response of October 2025 and I won't comment on what's happened after this date. I'm aware Miss W has already registered a separate complaint with our Service about Aviva's more recent handling of her claim and this new complaint will be looked at separately by our Service.

Battery fault

Miss W says her car didn't have any mechanical faults before it was sent to Aviva's repairer, so she believes its repairer caused the fault. But Aviva says the fault isn't related to the accident or repairs. We're not engineers. So, it's not my role to assess the damage or determine the proximate cause of that damage. My role is to decide if, on balance, Aviva has fairly considered the available evidence and responded to Miss W's claim in line with the policy terms.

The repairer's report confirms the accident damaged several front parts of Miss W's car, including the bumper, bonnet, grille, passenger-side headlight and wing, as well as some plastic trim. The main dealer's email and invoice states they found that one of the fuel injectors was leaking. Because of this leak, black soot had been escaping and had built up and hardened on top of the fuel pipes and return lines. It went on to say that to fix the issue, the leaking injector needed to be replaced alongside some of the fuel pipes and seals. It also said the glow plugs needed to be changed, and all the built-up soot needed to be cleaned away.

Aviva's senior engineer was of the opinion that the leak and build-up showed this had been an ongoing problem which gradually got worse, rather than happening suddenly. And that glow plugs also commonly fail because they operate in very harsh conditions. He went on to say the injectors and glow plugs were internal, protected parts and given the nature of collision and where the damage was, it was unlikely the accident caused these internal issues. He concluded the car's starting problem was due to normal wear and tear, and there was no evidence it was caused by the accident or the repair work.

I think it was fair and reasonable for Aviva to rely on its senior engineer's opinion in concluding that it wasn't responsible for the battery issue. The main dealer's email and invoice supported this conclusion as it didn't say the cause of the issue was related to the accident or repair. So, I don't think it was unfair for Aviva to refuse to conduct any repair works associated with the battery issue.

I know Miss W feels strongly that Aviva should've obtained a formal diagnostic report or technician notes from the main dealer. She doesn't consider the main dealer's invoice attached to its explanatory email to be proper evidence. But there was no obligation on Aviva to obtain any further evidence.

Aviva made the decision to pay for the main dealer's assessment to find out whether the

battery issue was related to the accident or its repairer's work. The main dealer confirmed the issue wasn't related to these. It wasn't unreasonable for Aviva to rely on the main dealer's email and invoice. The main dealer is independent of Aviva, so it had no reason to doubt the validity of this evidence. It's open to Miss W to contact the main dealer if she's concerned about the validity of this evidence.

Whilst I appreciate Miss W's strength of feeling, it's my role to decide what evidence I'm most persuaded by. On balance, taking everything into account, I consider Aviva's evidence to be more persuasive here, in that there are reports and opinions from experts which don't support Miss W's belief that the battery fault was caused by the repairer. So, I think Aviva has reasonably considered the evidence available and justified its decision that it's not responsible for the battery related repairs.

Courtesy car

Miss W has said that she initially didn't accept the unsuitable three-door car offered as she had made Aviva aware of her circumstances. And this resulted in her being without a suitable car for about five weeks which made it difficult to manage her personal responsibilities.

The starting point is the policy terms and conditions which form the contract of insurance between Aviva and Miss W. The terms of the policy say Miss W would be entitled to a small three-door hatchback car with four seats. The terms also say the courtesy car isn't intended to be an exact replacement for Miss W's car.

So, it wasn't unfair for Aviva to offer Miss W a small three-door hatchback car as that's what she was entitled to under the policy she purchased. Miss W was of course entitled to refuse the initial courtesy car but I'm unable to agree that Aviva treated her unfairly here.

To obtain a five-door car with five seats, Miss W would've needed to have paid extra for an upgrade. Despite Miss W not being entitled to this upgrade, I note that Aviva provided this upgrade to her without an extra charge. I think Aviva went above and beyond its contractual obligations by offering this upgrade. So, I think it treated Miss W fairly here.

Loss of income

Most motor insurance policies don't usually cover loss of income. But Aviva has said it will consider Miss W's loss of income upon her providing it with supporting documentation. I consider this to be reasonable. It's open to Miss W to provide this information to Aviva if she wishes for it to consider this aspect of her complaint further.

Claim handling

Aviva has acknowledged that its communication and service was poor. To apologise, it offered a total of £350 compensation. So, the issue for me to decide is whether I think Aviva needs to do more to put things right.

I understand the process has been upsetting for Miss W and she feels the £350 doesn't sufficiently compensate her for the distress and inconvenience she experienced. But I think this amount recognises that Aviva could have communicated better during the claim and been clearer about the possibility of a courtesy car upgrade. It seems to me that the majority of the upset Miss W has experienced is down to the unfortunate situation she found herself in from having to make a claim and her reluctance to accept Aviva's decision to not conduct any non-accident related repairs. And I've concluded that Aviva hasn't treated Miss W unfairly in this regard.

Overall, I think the £350 compensation offer is fair and in line with what I would direct in the circumstances. I've reached this conclusion having referred to our published guidelines on these types of awards which can be found on our website. This level of award is used for cases where the impact of an insurer's mistakes has caused considerable distress and inconvenience that needs a lot of extra effort to sort out, with the impact typically lasting months. So, I won't be directing Aviva to do anything more than pay the compensation it has already offered.

My final decision

My final decision is that I partially uphold this complaint. Aviva Insurance Limited has already made an offer to pay Miss W £350 compensation. I find this offer to be fair in all the circumstances. It should pay this to Miss W directly.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss W to accept or reject my decision before 18 May 2026.

Linda Tare
Ombudsman