

## **complaint**

Mr H complains that Aviva Insurance Limited refused to pay for repairs following his claim against his distinct motor insurance policy. His broker, Mr C, is helping him to bring his complaint.

## **background**

Mr H lifted the convertible roof of his car and noticed damage to the near side, rear hood and headlining. He reported that it was rodent damage. Mr H said he used the car with the roof down a few days earlier and hadn't noticed any damage. He said before that, he'd stored the car in a garage with the roof down and hadn't used it for a couple of months.

Mr H made a claim against his distinct motor policy and Aviva arranged an inspection of the car. Aviva subsequently refused Mr H's claim. It said the damage was caused over a period of time, which isn't covered by his policy.

Mr H didn't accept Aviva's conclusion. He said that there was no rodent soiling in the car, which would have shown that the damage happened over time. Mr H also said that the damage is isolated to one area. He says that his garage said that the damage was caused when the convertible roof was down and when the roof was lifted, it ripped. Mr H wants Aviva to authorise repairs to his car.

Our adjudicator didn't think that Aviva had treated Mr H unfairly. She said the photo produced by Mr H isn't dated, so it doesn't show that the car was used a few days before he discovered the damage. The adjudicator said that it was difficult to establish exactly when the damage happened. She said that Aviva was entitled to rely on its engineer's report and the terms and conditions of the policy.

Mr H didn't agree with the adjudicator. He said that there were no droppings from the rodents, which he'd expect to see if the rodents had been there for a number of weeks. In addition, there were no live rodents or nests. Mr H sent a picture of the car in use a few days before he discovered the damage.

As there was no agreement between the parties, the complaint was passed to me, an ombudsman, to decide.

## **my findings**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The starting point is Mr H's policy, which says that Aviva will pay for damage to the car to be repaired but excludes, amongst other things, "...*damage which happens gradually*". Aviva wishes to rely on that exclusion. So, it has to show that the damage happened gradually.

Aviva's engineer inspected Mr H's car at the end of February 2018. He said the damage could have been done by a rodent. He said that there was no nesting material, smell or sign of rodent deposits. The engineer thought that the extent of the damage wasn't possible on one occasion and it must have been over an extended period. He queried whether the damage could have been caused in some other way.

I think it was reasonable for Aviva to rely on its engineer's conclusion that the damage happened over a period of time. The extent of the damage is such that I think it's unlikely that it happened suddenly, on one occasion.

I don't think it's surprising that there was no evidence of a rodent nest or deposits at the time Aviva's engineer inspected Mr H's car as the inspection took place over two months after Mr H discovered the damage. Mr H says that he saw no rodent deposits when he discovered the damage but he clearly thought it was caused by rodent damage as he referred to the car as "...a *mouse Hotel*...". When Mr H's broker first reported the damage to Aviva, he said that Mr H discovered rodent damage when he put the roof up and found a nest. So it appears that, initially, there was evidence of a rodent infestation, which would suggest that the damage happened over a period of time.

I don't think that the photo Mr H has provided showing he used the car a few days before he discovered the damage alters the outcome here. It doesn't show the relevant part of the car. Mr H says that when he took that photo, the roof was still down. So the damage may well have been present but undiscovered then. It seems to me that the damage, however caused, could have occurred during any of the period the roof was down. Based on what I've seen, I don't think that it's unreasonable for Aviva to conclude that the damage happened gradually.

Mr H says that his garage said that the damage was caused when the convertible roof was down and when the roof was lifted, it ripped. That doesn't help to establish how and when the initial damage was caused.

I'm sorry to disappoint Mr H but for the reasons I've explained, I don't think Aviva treated him unfairly in refusing to pay for the repairs to his car.

### **my final decision**

My final decision is that I don't uphold Mr H's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 6 March 2019.

Louise Povey  
**ombudsman**