

complaint

Mr P complains that his car was damaged while being transported back to the UK under the terms of his breakdown policy with Aviva Insurance Limited.

background

Following a breakdown while Mr P was in France, Aviva arranged for Mr P's car to be repatriated to his local dealership garage. When Mr P collected the vehicle it was still covered in grime and oil. He took it to be cleaned and immediately noticed that there was a dent in the roof and damage to the bumper which he said hadn't been there before. It will cost about £2,000 to repair. Mr P blamed the transport company Aviva used, but Aviva said there was no evidence that the damage occurred while the car was in transit and refused to pay for the cost of the repairs.

When Mr P brought his complaint to us the adjudicator didn't think it should be upheld. She said that Mr P's own garage had signed for the car without identifying any damage so it could have occurred at any point. Mr P didn't agree with this assessment. He said the adjudicator should have taken into account the photographs of the damage he'd sent in. He suggested that the car was so dirty perhaps in a deliberate attempt to conceal the damage, which he said was consistent with the type of damage that can be caused when a car is being transported on a multi-loader. He asked for an ombudsman to review his complaint.

my findings

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

I have no reason to doubt Mr P's evidence that when he collected the car from his garage, there was damage to the roof and bumper which he hadn't noticed before. Indeed Aviva doesn't dispute that the damage wasn't present when the car was first recovered in France.

Aviva has provided photographs which it says demonstrate that the car wasn't damaged prior to being delivered to Mr P's garage. Mr P relies on his photographs as showing the extent of the damage once the car had been cleaned. Aviva says it did ask its agent for CCTV footage as the car apparently was in storage for a week after arriving in the UK but was told that none exists. The quality of the photographs I have seen makes it difficult to assess the extent of the damage but in any event they don't help in pinpointing when the damage occurred, other than to confirm that it was at some point after the vehicle was repatriated.

The difficulty in this case is in being able to say with any certainty when the damage happened. In particular Mr P's garage didn't note the presence of any damage when it accepted delivery of the car. This in my opinion makes it difficult, if not impossible, to say that the damage must have happened while it was being transported by Aviva's agent.

While Mr P finds it suspicious that the car was delivered to his garage in such a dirty state that the damage would have been concealed, a similar argument could be made in relation to the garage. In other words it seems unusual for a garage undertaking work following a breakdown, not to return it to the owner in a clean and tidy condition.

It follows that any attempt to attach blame either to Aviva's agent or to Mr P's garage can only be speculative. It may be that the garage didn't notice the damage when they accepted delivery of the vehicle. But I'm unable to conclude that that is any more likely than the damage occurring while the repairs were being done.

Mr P says he's been told that the damage is consistent with the car being transported on a multi-loader. There has been some discussion about what vehicle was used to transport it which I find inconclusive. If this is an argument Mr P wants to pursue further he needs to obtain the written report of an engineer who has inspected the damage, confirming the most likely cause. I have no doubt Aviva would review Mr P's complaint if he was to obtain such evidence, but otherwise I can see no reason to ask Aviva to revisit its decision or accept liability for the damage to the car.

my final decision

I do not uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 9 November 2015.

Melanie McDonald
ombudsman