

complaint

Mr M and his representative are unhappy that Aviva Insurance Limited hasn't covered rodent damage to his car under terms of his motor insurance policy.

background

Mr M says his car was in daily use until it wouldn't start one day. The garage removed the engine cover and found evidence a rodent had chewed through parts of the wiring. Mr M's unhappy that Aviva will not cover this damage as the policy doesn't cover wear and tear, deterioration or any loss or damage which happens gradually. Mr M thinks Aviva should cover this damage as it wasn't foreseeable and the policy doesn't have a specific exclusion for rodent damage.

Aviva said in its final response that its engineer has confirmed that the damage was caused gradually and images of the engine showed it was ongoing for a significant period of time and wasn't a one off incident. There were a number of different attacks on different areas of wiring and also evidence of a nest. It would've taken time to get to this condition. So, this damage isn't covered under the policy.

Our investigator didn't feel this complaint should be upheld. He said:

- It's agreed the damage was caused by rodents but it isn't agreed over what period of time it occurred.
- The vehicle may've been used regularly and the diagnostic report shows all the faults occurred at the same time. But the root cause of this damage is a rodent. It's likely the animals were nesting in the engine. The photos of the engine show substantial damage and large amounts of debris. It seems this would've built up over a period of time.
- The policy doesn't specifically exclude rodent damage and it's not possible for a policy to explain what happens in every eventuality. But the policy says loss or damage which happens gradually isn't covered. And it also says reasonable steps have to be taken to prevent damage to the vehicle. It's unlikely here that the vehicle was regularly checked or maintained. Regular checks would've shown the rodent damage and build up of debris.
- Aviva has dealt with the claim fairly and hasn't done anything wrong.

Mr M and his representative don't agree and have asked for an ombudsman review. In summary they question how long it would take a rodent to build a nest. The vehicle's services were scheduled every 18 to 24 months and it was serviced and maintained on a regular basis. It's unreasonable to expect a lay person to remove the engine cover. The vehicle was perfectly operational until the issue occurred. This claim should be covered.

my findings

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

Some of the evidence in this case is incomplete, inconclusive or contradictory. So, I've made my decision based on what I think is more likely to have happened than not.

It appears that the vehicle was used, maintained and no fault was apparent until it wouldn't start. But that doesn't mean it wasn't subject to rodent infestation and increasing rodent damage for some considerable time before the issue finally became apparent.

In this case I find the photographs of the engine particularly persuasive. They clearly show significant rodent damage to parts of the engine and a large amount of debris on it.

Aviva's engineer concluded that this wasn't something that could've arisen in a one off event and that it had in fact happened gradually over a period of time. He also suggested there was evidence of rodents nesting in the engine. On balance those don't appear to be unreasonable conclusions.

I recognise Mr M's representative's strength of feeling and view, based on his industry experience, that this isn't the case. But I've seen nothing, for example from an independent engineer or rodent expert, to substantiate the alternate view that the damage to the vehicle wasn't caused gradually.

Taking everything into account I think on balance that it's more likely the damage to Mr M's vehicle was caused by rodents gradually over a period of time, than not.

The terms of Aviva's policy say loss or damage which happens gradually isn't covered. And I don't think Aviva can reasonably have been expected to have set out each and every individual event which was excluded including specifically mentioning rodent damage.

Consequently I think Aviva has acted fairly and in line with the terms of its policy by declining to deal with Mr M's claim as it was likely caused gradually. And although I understand Mr M's frustration I don't think I can fairly require Aviva to deal with his claim as he and his representative would like.

Overall, I don't see any compelling reason to change the proposed outcome in this case.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 29 May 2018.

Stephen Cooper
ombudsman