

The complaint

Mr S complains that Aviva Insurance Limited declined his claim made on his motor insurance policy. He wants his car repaired and compensation for his trouble

What happened

Mr S said his car broke down whilst abroad after he drove over an unidentified object in the road. Mr S reported this to Aviva. He had the car recovered to a garage where it was inspected, and he made a claim on his policy. Aviva had the car recovered to UK where it was inspected by its engineers and by an independent engineer. Aviva thought there wasn't any impact damage beneath the car. It thought the car had failed due to poor maintenance and wear and tear over a period of time. Mr S was unhappy with this.

Our Investigator didn't recommend that the complaint should be upheld. He thought Aviva had reasonably considered the report from Mr S's garage and it had an independent engineer inspect the car. He thought Aviva had considered the evidence and he was persuaded that it had reasonably decided to decline the claim.

Mr S replied asking for an Ombudsman's review, so his complaint has come to me for a final decision. He thought Aviva should answer further questions about the cause of the damage.

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.

I can understand that Mr S feels frustrated and disappointed that Aviva declined his claim. He's explained that this leaves him without a car. And I can understand that this must be a difficult situation. Mr S was also unhappy as he thought he had been treated differently due to his nationality. But I haven't seen any evidence to support this or to show that Aviva has treated him differently to its other customers. I can assure Mr S that I have read translations of all his submissions.

Aviva declined Mr S's claim as it thought there wasn't evidence to show that there had been a significant impact to the underside of his car that had then led to the engine failure. It was satisfied that this was due to poor repairs and wear and tear.

We're not engineers. We don't assess whether or how damage to a vehicle would be caused as this is a matter for the experts in these situations, the insurance companies and engineers. Our role in these complaints is to determine whether an insurance company has considered all the available evidence and whether it can justify its decision about repairs.

The evidence that Aviva had to consider was Mr S's version of events, the report from his garage, the report from its own garage, the report from the independent engineer and the review by its in-house engineers. I can see that questions were raised about the credibility of Mr S's garage's report as the author didn't sign it or add his qualifications. But I can see that it is certificated, and Aviva considered it in any case to be fair. So I can't say that this prejudiced Mr S's position.

This report said that damage to the car's underside had been caused by a collision with a large sharp-edged object and this had led to oil-loss and the eventual engine failure.

Aviva had the car recovered to UK so that it could investigate the claim further. I can see that Mr S thought this was a waste of money as he had provided a report from a garage and Aviva could have verified this locally. But I think it's reasonable for Aviva to investigate a claim to see how the damage was caused before settling it. And so I think it was reasonable for it to have the car assessed by an independent engineer.

This report was inconclusive. It said:

"At the time of our inspection access to the underside of the vehicle was limited, however there were no obvious signs of impact damage. We noted that there was oil residue around the engine bay and that the engine oil level was low.

We would recommend that the vehicle is moved to workshop so that it can be placed on a ramp and the undertray removed in order to allow an inspection of the underside of the engine..."

And so I think Aviva reasonably had the car further assessed by an engineer at its approved repairers. This found that:

"The engine shield was in the boot when the car was delivered, there is an access flap which is used for gaining access to allow the draining of the oil, this and the complete shield is undamaged.

The sump bolt has signs of spanner slip marks on the flats grip marks around the circumference and the thread is damaged.

They had started the engine for the vehicle to be placed on the ramp, the engine produces large amounts of white smoke and is beyond repair.

It is the engineer's opinion that the crack to the sump has been caused by the sump bolt being over tightened/cross threaded and not by any impact."

Aviva's inhouse engineers then reviewed these reports and the photographs provided. And so Aviva concluded that the engine fault was caused by ongoing mechanical issues, and these were excluded from cover by the policy's terms and conditions. I can see that this is explained on page 14 of the policy booklet under Exclusions to Section 1:

"What we won't pay for:

- Loss of use, wear and tear, loss or damage which happens gradually, loss of value following repair, depreciation, failure of electronics, mechanical breakdown or breakage, or tyre damage caused by braking, punctures, cuts or bursts."*

Mr S thought Aviva should provide further detailed evidence to support its engineer's opinions. But Aviva is entitled to rely on a civil standard of proof, not the legal standard a court would require. So I think it's fair and reasonable for Aviva to rely on its expert engineers' opinions.

And so I think Aviva reasonably considered all the evidence available and has justified its decision that Mr S's claim isn't covered by the policy's terms and conditions. I don't require it to do anything further.

My final decision

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 2 January 2024.

Phillip Berechree
Ombudsman