

## **The complaint**

Mrs L complains that Aviva insurance Limited declined a claim for damage to her car following an incident on 25 January 2023.

## **What happened**

Mrs L had comprehensive insurance for her car with Aviva. In January 2023 she reported online to Aviva that her car had been involved in an incident.

As Mrs L hadn't provided any details of the incident Aviva called her on 6 February 2023 to get details of what had happened. She told them she was driving to work, her car didn't feel right, she braked but her brakes didn't work. She put on her hazard lights and intended to drive on slowly, but the car stopped and wouldn't restart. Roadside assistance attended but weren't able to fix the car, so it was towed to her local dealership.

Based on what she told them had happened Aviva advised Mrs L that her car had broken down and mechanical breakdowns weren't covered by her policy. As she'd told them her car was fairly new, they suggested she speak to the manufacturers, to see if the repairs were covered by her warranty. But they made it clear that as there'd been no accident her policy didn't cover her repairs, they couldn't provide a courtesy car and they'd be closing her claim.

Mrs L's car remained at the dealership where it been taken. She continued to contact Aviva as she believed they should cover her repairs as she had comprehensive insurance, and she wanted them to provide her with a courtesy car.

Because of the ongoing contact Aviva called Mrs L on 24 April 2023 to remind her that she'd been told her policy didn't cover her repairs, as her car hadn't been involved in an accident. They reiterated that it had suffered a mechanical breakdown, which wasn't covered by her policy. It was suggested again that she contact the manufacturers to see if the repairs were covered by her warranty.

Mrs L then said that her car had hit the kerb and the engine problems had started from there. And she said she'd had an accident in 2022 which Aviva had dealt with arranging repairs and provided a courtesy car for her. Aviva couldn't find any details of an earlier claim on their system. Mrs L cut short the call saying she didn't what to argue and intended to contact our service.

The dealership where her car had been taken had contacted the manufacturers about Mrs L's warranty. They emailed Aviva on 18 April 2023 stating that a claim under her warranty had been declined due to the car having an insufficient service history. They provided an estimate for engine stripping which they said was required to quote Mrs L for repairs. But they said they couldn't proceed with any work unless Aviva provided authorisation.

As Mrs L had reported her car being involved in an accident when they spoke to her on 24 April 2023 Aviva told her they'd arrange for an engineer to inspect the car, to establish whether there was evidence that the mechanical problems were due to an accident.

Aviva's engineer inspected Mrs L's car on 2 May 2023 and his report is dated 5 May 2023

The report states before the inspection took place the car's engine had already been partially stripped at the request of the manufacturers, to determine if the damage was covered by warranty. The engineer was told that the car arrived at the dealership with the engine not turning over and a scan of the engine control showed two fault codes - Cylinder 4 Glow plug circuit and No oil pressure.

A manual attempt was made to turn the crankshaft pulley but the engine was solid and wouldn't rotate indicating a full engine seizure. When the engine cylinder head and sump were removed for inspection this confirmed the engine was heavily sludged up and the oil was very thick and black. The garage's report was sent to the warranty department and they couldn't find any service records for the car, so rejected the claim on the basis of poor or lack of maintenance.

The engineer says that he inspected the car and could only find rotary kerbing damage to all four road wheels with the nearside front wheel being the worst. And he says the damage evident on the car wouldn't have caused the internal failure of the engine, which was caused by poor maintenance, lack of oil changes and very old black oil.

Having received their engineer's report Aviva wrote to Mrs L on 5 May 2023 advising her of their engineer's findings. They reminded her that she'd been advised that what she'd reported to them was a mechanical breakdown which wasn't covered by her policy, and they'd suggested she contact the manufacturers to see if the problem was covered by her warranty.

They referred her to the section in her policy relating to dishonest or exaggerated claims. This says that if a claim is in any way dishonest or exaggerated no benefit will be paid under the policy. Aviva said they'd referred Mrs L to this as mechanical breakdowns weren't covered by her policy, and on 24 April 2023 she'd told them her engine was damaged after her car hit a kerb. The engineer's report had shown this wasn't the case so her claim was repudiated and Aviva said they weren't prepared to offer her insurance cover in the future.

Mrs L raised a complaint about Aviva's refusal to cover her repairs or provide her with a courtesy vehicle. Aviva didn't uphold her complaint saying they were satisfied they'd reached the correct outcome based on the information she'd provided and their engineer's report.

Mrs L complained to our service. Our investigator considered her case but didn't uphold the complaint. He said Aviva had acted reasonably when they declined Mrs L's claim as her car had broken down, rather than been involved in an accident, and mechanical failures aren't covered by her policy.

In April 2023 Mrs L advised Aviva that the engine damage had been caused when her car hit a kerb. Aviva arranged an engineer's inspection and he reported the damage was due to poor maintenance, lack of oil changes and very thick black oil. So Aviva made the decision to repudiate her claim.

Our investigator said there was no persuasive evidence that Mrs L's engine damage was caused by her car hitting a kerb. The evidence suggested it was caused by a mechanical breakdown which isn't covered by her policy. And given that she'd changed her account to claim her car hit a kerb, Aviva had acted fairly in saying they wouldn't pay any claim under her policy.

Mrs L didn't accept our investigator's opinion and the case has come to me for a decision.

## 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've listened to the call Aviva made to Mrs L on 6 February 2023. In this call she confirms that her car had suffered a mechanical breakdown.

Mrs L was told clearly by Aviva during this call that her policy didn't cover mechanical breakdowns. As she said her car wasn't that old she was advised to contact the manufacturers to see if the problem was covered by her warranty. I think this was appropriate advice to give her in the circumstances.

During the call Mrs L was anxious for Aviva to provide her with a courtesy car while hers was off the road, but she was told that since there'd been no accident one wouldn't be provided.

I think Aviva made it clear from the outset that Mrs L's claim wasn't covered by her policy. Her policy says *'We won't pay for damage under the repair guarantee arising from deterioration and wear and tear of parts and component failures'*.

Mrs L continued to contact Aviva about her repairs and providing her with a courtesy car. On 24 April 2023 they called her as she'd reported that immediately before the engine problems the car had hit a kerb.

After this conversation Aviva arranged for an engineer to inspect Mrs L's car. He confirmed that lack of maintenance and oil changes were the cause of the engine problems Mrs L experienced. He found no evidence of an accident having caused the problems.

This confirmed what the garage had found when they'd stripped the car's engine at the request of the manufacturers, who'd declined to cover the claim as the car hadn't been properly maintained.

By arranging to have Mrs L's car inspected by an engineer Aviva took the steps I'd expect of them to establish if they'd been accidental damage to the car following an accident.

Having received their engineer's report Aviva wrote to Mrs L the same day to advise her what their engineer had reported was the cause of her engine damage. And they told her that her claim was repudiated in full, as they believed she'd changed her account of what had occurred in an attempt to have her repairs covered by her policy.

Mrs L's policy states *'If your claim is in any way dishonest or exaggerated, we will not pay any benefit under the policy or return any premium to you'*. So I think Aviva acted within the policy terms and conditions in repudiating the claim.

Mrs L has referred in correspondence to Aviva arranging for the car's engine to be stripped and wanting them to cover the cost of this and of engine being reassembled. But the engine stripping was authorised by the manufacturers so Aviva aren't responsible for any costs related to this.

Aviva made it clear to Mrs L from the time she made her claim that it wasn't covered by her policy. When she told them her car had hit a kerb before she experienced engine problems they investigated this as I'd expect them to. But there's no evidence that the problem she experienced was anything other than mechanical failure due to poor maintenance. So I think they acted reasonably in declining her claim and I won't be asking them to do anything further.

**My final decision**

For the reasons set out above my final decision is that I don't uphold Mrs L's complaint about Aviva Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 8 January 2024.

Patricia O'Leary  
**Ombudsman**