

## **The complaint**

Ms B complains that Aviva Insurance Limited (“Aviva”) declined a claim under her motor insurance policy.

## **What happened**

Ms B had a motor insurance policy with Aviva covering her car.

In February 2023 her car’s engine warning light came on. She pulled over and had the car recovered. An engineer inspected it and said the water pump had failed. This caused the engine to overheat and damaged it significantly.

Aviva declined her claim as it said the damage wasn’t covered under her policy. Ms B said she scrapped the car because it would be too expensive to repair.

Ms B was unhappy about Aviva’s decision and she brought her complaint to this service. She says Aviva’s policy doesn’t exclude “failure” and “defect” so she thinks it should settle her claim by paying the retail value of her car.

Our investigator looked into her complaint and didn’t uphold it. He said Ms B’s policy excluded mechanical breakdowns and breakages, so he couldn’t ask Aviva to pay her claim.

Ms B didn’t agree with the view, so her complaint has been passed to me to make a final decision.

## **What I’ve decided – and why**

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Having looked at the evidence, I’m not upholding Ms B’s claim. I appreciate this will be a disappointment to her, and I’ll explain why.

I’ve looked at Ms B’s policy with Aviva. The key part of the policy which is the area of contention in this case is the exclusion to the section of cover shown as “Loss or damage to your car”.

The exclusion is:

*“What we won’t pay for:*

- ...wear and tear, loss or damage which happens gradually, mechanical breakdown or breakage...”*

Ms B has looked into the meaning of the words used by Aviva in its wording. It’s important

that I say these are very similar to the wordings used across the insurance marketplace.

She says that the engineer who inspected her car said the part had failed or was defective and she's provided definitions of these. She's also confirmed that no incident took place and the engine warning light just came on.

Put simply, the part of her car that ceased to function properly then caused the engine to be heavily damaged. I think it's fair to say the part went wrong in some way. This would have happened by it failing either due to extended use, or by it failing in a more rapid mode due to some sort of defect.

The first of those failures is commonly referred to as 'wear and tear' which I can see is excluded under the policy.

The second of those is when a part breaks before its design parameters have been exceeded. This would be called a 'failure' or more commonly a 'breakdown'. So, a mechanical part on Ms B's car suffered a breakdown, and I can see this also isn't covered under her policy.

I can see that it must have been upsetting for this to have happened to Ms B. But I don't think Aviva has done anything wrong under the policy and so I don't ask them to do anything else.

### **My final decision**

It's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 27 October 2023.

Richard Sowden  
**Ombudsman**