

The complaint

Miss D has complained about her car insurer Soteria Insurance Limited in respect of work it carried out on her car after she had an accident.

What happened

A tyre on Miss D's car burst and she collided with a hedge. Soteria took her car for repair. But Miss D wasn't happy with the repairs, the car was returned to her with a low battery in the key fob and, for example, the stop/start button missing. She didn't think all the repairs were necessary. For example, Soteria replaced two tyres on the car, one of which Miss D's recovery company had replaced for her at the roadside. She wanted Soteria to detail every repair, showing receipts for all parts.

Soteria had an engineer inspect Miss D's car. The engineer found that work had been completed to a good standard and that there was only one problem outstanding following Soteria's repairs. That was with the door lock button which the engineer said needed replacing. Soteria thought this could be rectified by sending Miss D a part she could fit herself. But the wrong part was sent, and then, when it sent a mechanic to Miss D's property, he couldn't gain access behind the door panel in order to complete the work. Soteria said the car could be returned to the garage for this repair to be completed. Regarding the tyres the engineer said Soteria should never have replaced one of the two left-side tyres – it had caused the crash, rather than been damaged during it. And in respect of a seatbelt trim which Miss D had told Soteria she had had to have repaired following its work on the car, the engineer said there was no evidence of this. The engineer felt the costs charged by the garage had generally been reasonable. Soteria relied on the engineer's findings and offered Miss D £75 compensation for the upset caused by the door lock button issue.

Miss D remained unhappy. She noted the issue with the stop/start button hadn't been addressed. She felt she was out of pocket in respect of the tyre she'd paid her recovery company to replace. Overall she still felt the garage had likely done work that was unnecessary and which had increased the claim costs. Miss D complained to us.

Our investigator asked Soteria about the stop/start button. It said this issue hadn't been drawn to its attention before. Our investigator initially accepted this and told Miss D she needed to make a separate complaint about this if she wanted to pursue it. But upon review it was noted that Soteria's file referenced the stop/start button being damaged. And that this, along with all the other repair/damage issues raised at that time, would need to be considered by the engineer. But the engineer then didn't consider the stop/start button in his assessment. When asked about this Soteria accepted this issue had been missed, but pointed out that Miss D hadn't addressed the issue with the engineer when he had completed his assessment. It said it felt this was odd. But it offered to look at the stop/start button, along with the door lock button, if/when the car is returned to the garage.

Regarding the tyre our investigator explained to Soteria that Miss D appeared to have paid about £150 more for the tyre her recovery company had fitted, than the price of the one she

now had the benefit from on her car (fitted in error by Soteria's garage). Soteria agreed to pay Miss D £150.

Our investigator otherwise felt Soteria's response to the complaint had been reasonable. And, in that respect, he said he was persuaded by the engineer's report. He felt that in the main Soteria hadn't done anything wrong, and that whilst it could have handled repair issues better, the £75 compensation it had offered to make up for the door lock button issue, was fair and reasonable.

Miss D told our investigator that she may get her own report on the car. However, Miss D later told our investigator that, due to unforeseen circumstances, she wasn't going to be able to do this.

Miss D also said though that she had noted that Soteria's capture detail of her accident recorded her as colliding with roadside furniture. She said that is inaccurate – it was a hedge. She said she's sure that extra unnecessary work was done to her car, such as replacing all its windows and the windscreen. Miss D argued the garage, therefore, reasonably needs to provide all of its receipts for all of the work done to her car, so that what it did is evidenced. She said the total cost of the claim, as it stands, is affecting her premiums. Miss D said she'd like a garage of her choice to complete the outstanding work, rather than return her car to Soteria's garage.

As Miss D didn't agree her complaint was passed to me to assess. I felt differently to our investigator, not least that more compensation was fairly and reasonably due. So I issued a provisional decision. Both parties considered my findings and said they had nothing further to add.

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 said provisionally:

"Unnecessary work and premium increase

I think it's fair to say that Miss D's overriding concern is that the repair of her car, and/or the cost of that was exaggerated by the garage. I've considered all Miss D's concerns in this respect, and note she hasn't, understandably in the circumstances, been able to acquire a report of her own.

I understand why Miss D would be concerned about what work was done to her car. I think I would likely question what was necessary if this was my car and its repairs totalled nearly £8,000 when I had only driven into a hedge. But also when it's clear that, at least in one respect, unnecessary work was authorised and completed by Soteria – replacement tyres. But Soteria had an independent engineer assess the car and he was satisfied, with the exception of the tyres (and the door lock which I'll come onto), that all work necessary as a result of the accident had been done and that the costs charged for this work were reasonable. And in saying that he considered Miss D's specific concern about the windows and windscreen. He said he'd seen photos of the damaged windscreen and was satisfied that the back window had been replaced to match the remaining original glass on the other side of the car. I've no reason to doubt his views on the work and costs.

Whilst I appreciate that Miss D is now seeing an extra cost for her insurance premiums, I've no reason to have Soteria amend its recorded cost of the claim as the engineer has, in the

main, verified the work done and its cost. He was critical of Soteria having authorised and replaced the tyres. But that work came at a relatively minimal cost which isn't likely, in my view, to affect premiums. And, in any event, I think it's most likely the fact that Miss D had an accident that resulted in a claim which will be affecting Miss D's premiums, rather than the total costs recorded against it.

Start/stop button and the door lock button

Soteria has now said it will consider the first issue, and it has maintained its offer to replace the lock button. But it says this is all to be dealt with by its garage. In the circumstances I don't think that's reasonable. It had the chance to assess the stop/start button and fix the lock button before this complaint came to us. But didn't do so. And I can understand why, after its failed attempts to resolve the lock button issue, Miss D has lost faith in the garage's ability to sort out these outstanding repairs. However, I'm also mindful, when thinking about appropriate redress for these issues in the circumstance here, that Miss D has recently suffered a major health event which she is now trying to recover from. Given the situation I think it's important and fair for my redress to be tailored so it causes her the least possible inconvenience. With that in mind I intend to give Miss D the choice of the following:

- Soteria can appoint the independent engineer used previously (if available and willing to do the work – otherwise another independent) to determine what it will cost to replace the door lock button and the stop/start button. If the engineer feels it is necessary for him to do so he may ask to visit Miss D's home in order to view the car, and Miss D, or someone on her behalf, would need to cooperate with and facilitate that request. Once he has determined what these two specific repairs will cost, Soteria should pay that sum to Miss D so she can complete repairs when she feels able;

or:

- Miss D can have a garage of her choice provide an estimate for replacing the lock button and the stop/start button. But it will be up to Miss D, if necessary, to get the car to her garage for assessment. The estimate will have to be sent to Soteria and it will have to pay the costs set out for the work detailed as necessary to replace these two items.

I'm giving Miss D this choice as she knows her own circumstances best and can best determine which option will likely cause her the least inconvenience. On this occasion I won't allow Soteria to withhold the VAT element of the cost of these repairs (whichever way Miss D chooses to determine the cost). Here, I think that requiring Miss D to contact it again when repairs are done in order to claim the VAT would be an additional inconvenience for her which I don't think is appropriate in the circumstances.

Tyres

Soteria, inexplicably, replaced both of Miss D's left-side tyres. It accepts it shouldn't have replaced the rear one. But in doing this Soteria disadvantaged Miss D in respect of the rear tyre. I say that as it had just been replaced at the roadside following the accident by Miss D's recovery company. The recovery company had fitted a premium brand tyre for which Miss D had paid it £279. Soteria's error meant that tyre was replaced by its garage for a mid-range tyre that costs, on average, about £150 less than what Miss D paid. Soteria has agreed to pay Miss D £150 – being the difference between what she paid for a replacement tyre and the cost of the replacement tyre she is actually getting to use. I think that's a reasonable resolution.

Key battery

I know Miss D was disappointed to find, when her car was returned to her, that the battery in the key was low. She thinks the garage should have made sure it wasn't in danger of running out. But I don't see this was an issue caused by the crash. So I don't think it was something the garage reasonably had to do.

Distress and inconvenience

I think that has all been very frustrating for Miss D. In my view she had good cause to be concerned about some of the work completed to her car, including that some issues remained outstanding. I also think that Miss D was caused unnecessary aggravation because Soteria kept misunderstanding the point she was making about the replacement tyre she had paid for and which it had swapped for one of lesser quality. Miss D was entitled to expect Soteria to repair her car without incident – but that was not what occurred. I'm satisfied she was caused distress and inconvenience as a result, over a number of months. I think Soteria should pay Miss D a total of £300 compensation. This includes the £75 it offered previously – if this has been paid it will now only have to pay Miss D £225.”

As neither party has objected to my findings, I've no need to change them. They are now the findings of this, my final decision.

Putting things right

I require Soteria to pay Miss D:

- An amount, including VAT, to allow her to replace her car's stop/start button and the mismatched door lock button. The sum to be paid in this respect to be determined, at Miss D choice by either:
 - Soteria appointing the independent engineer used previously (if available and willing to do the work – otherwise another independent) to determine what it will cost to replace the door lock button and the stop/start button. If the engineer feels it is necessary for him to do so he may ask to visit Miss D's home in order to view the car, and Miss D, or someone on her behalf, would need to cooperate with and facilitate that request. Once he has determined what these two specific repairs will cost, Soteria should pay that sum to Miss D so she can complete repairs when she feels able;
 - or:
 - Miss D can have a garage of her choice provide an estimate for replacing the lock button and the stop/start button. But it will be up to Miss D, if necessary, to get the car to her garage for assessment. The estimate will have to be sent to Soteria and it will have to pay the costs set out for the work detailed as necessary to replace these two items.
- £150 as reimbursement for the tyre she replaced but didn't have benefit from.
- £300 compensation in total for the distress and inconvenience she was caused.

My final decision

I uphold this complaint. I require Soteria Insurance Limited to provide the redress set out above at “*putting things right*”.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 14 March 2022.

Fiona Robinson
Ombudsman