

The complaint

Mrs S complained about how Tesco Underwriting Limited (“Tesco”) handled a claim on her car insurance policy.

What happened

Mrs S has been represented in this complaint by Mr S but I’ll refer to Mrs S throughout as the policy is held in her name.

Mrs S had an accident in her car in June 2021 causing damage to the front bumper and grille. Her car was repaired by one of Tesco’s approved repairers, but Mrs S was unhappy because she didn’t think her car was repaired well enough.

Mrs S asked Tesco to inspect the car so they sent an approved engineer out in July 2021 who looked at the car and agreed that two areas that had been worked on by the repairer still needed to be rectified. The Tesco approved engineer revisited shortly after and noted that the two areas had been fixed to an acceptable standard, but in fixing the damage it had emerged that part of the bumper did not align with other bodywork on the car. Tesco say this is because the bodywork had been previously poorly repaired so the bumper and the bodywork would not align properly. Tesco says that this previous repair was nothing to do with Mrs S’s claim so could not be covered under her policy with Tesco.

Mrs S disagreed and said that the repairs had not been completed. She obtained her own report from a different engineer who carried out a visual inspection in October 2021. Mrs S’s engineer said there were some issues with alignment between the bonnet and front bumper possibly due to a damaged front bumper member or missing foam, and that the front grille was loose due to missing clips.

Tesco have maintained their position that the remaining mis-alignment is due to pre-accident damage so not covered under the policy.

Mrs S is also unhappy that she was not given the opportunity to have her own repairer fix the car after the accident.

Our investigator thought that Tesco had acted fairly. She said Mrs S’s policy wording showed that Mrs S could have chosen her own repairer and when she rang Tesco to make the claim she didn’t ask any questions about using her own choice of repairer.

Our investigator also said that she felt Tesco had acted fairly because they’d carried out the repairs to a satisfactory standard. She didn’t think it would be fair to ask Tesco to repair anything that was present prior to this incident.

Mrs S disagreed with the investigator’s view and her complaint has been passed to me for a final decision.

I issued a provisional decision to give both parties the opportunity to consider things further. This is set out below:

Mrs S said she was unhappy with not being able to choose her own repairer rather than Tesco's. I've listened to the call and read the policy wording and I agree with our investigator that Mrs S had the opportunity to ask questions about this but chose to not do so, so I won't be asking Tesco to take any actions about this.

The incident happened in June 2021 and I can see from the information I have that repairs were carried out promptly to Mrs S's car. Having had the car returned, she noticed some problems with the alignment of the bumper and grille. She raised this with Tesco who arranged for their engineer to inspect the car at the repairer. The engineer found that there were problems with the repair that required further rectification, which took another two days. While I appreciate that Mrs S would have found these repairs inconvenient, I think that Tesco attempted to fix the problem efficiently once they realised that there was an issue.

However, Mrs S maintains that the car was then returned to her in the same condition as before, even though I can see from Tesco's engineer's photographs that the panel gaps had improved from the time of his first visit.

Mrs S's complaint to Tesco was not upheld by Tesco as the engineer had found pre-existing accident repairs that meant that the bumper could not align correctly with the bodywork of the car, and specifically with the right-hand wheel arch and wing. This existing damage appears to relate to the arch and wing area of the car and I can see evidence of some damage from the photographs I have been supplied.

Mrs S then arranged for her own engineer to inspect the car but this didn't happen until October 2021. The engineer she used carried out a visual inspection only without removing any parts for a closer look. I have copied Mrs S's engineer's comments below:

"1/ The gaps between the bonnet and front bumper on the right hand side are different to the left hand side. Possibly due to the front bumper member being damaged.

2/ Front grille is loose and a locating clip is damaged. New clips required.

3/ You can visibly see a gap between the bumper member and the front bumper, This may be due to the member being damaged or a bumper foam missing."

Ideally Mrs S's engineer would have carried out a more thorough inspection of the car in order to demonstrate that certain parts were missing or still damaged. But given the information I have I can see that the reports from both engineers don't seem to agree with each other. I think this is because Mrs S instructed her engineer to inspect areas in October that weren't necessarily looked at by Tesco's engineer in July 2021.

Tesco's engineer focused primarily on the alignment problem of the right-hand wheel arch, mentioning only that the grille had been refitted to an "acceptable" standard. It is possible that Tesco's engineer didn't notice the loose grille and associated damage, so I think it's fair to ask Tesco to refit the grille, replacing the locating clips as required.

I also think it's reasonable to ask Tesco to inspect and repair damage to the front bumper member relating to the incident of June 2021 and replace the bumper foam if necessary. I am minded to mention that work carried out in this area may mean that the bumper does not align correctly with the wheel arch and as Tesco have previously discovered pre-accident damage in this area, it is my opinion that further work to realign the panels would remain the responsibility of Mrs S.

Response to my provisional decision

Mrs S and Tesco have both agreed with my provisional 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.

As both parties agreed with my provisional decision, then my final decision and reasoning remains the same as in my provisional decision.

My final decision

My final decision is that I partially uphold this complaint. I direct Tesco Underwriting Limited to arrange with Mrs S for her car to be returned to its approved repairer and pay for inspection and repair of the grille and bumper in line with the terms and conditions of its policy.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 21 March 2022.

Richard Sowden
Ombudsman