

The complaint

Mr P has complained about Motors Insurance Company Limited (MICL) which provides him with cover for cosmetic repairs to his car.

What happened

Mr P's car had a small dent and scuff on a wheel arch. In January 2020 he made a claim to MICL on his cosmetic repair policy.

MICL had a contractor repair the wheel arch, but they had to reattend shortly after the initial repair was completed as it wasn't satisfactory. After a couple of months Mr P noticed a further problem with the area of repair. MICL's contractor reattended. Around a year later they attended again. Mr P was still unhappy. When he complained, MICL said the repair was to standard for a cosmetic repair. Mr P complained to us.

When MICL sent us its file, it said it had previously overlooked that the repair in 2020 hadn't initially been completed satisfactorily. It said it would pay £50 compensation because a revisit had been needed. But it maintained the repair had eventually been completed satisfactorily.

Our investigator felt the offer of £50 was fair and reasonable. He didn't think MICL needed to do anything more.

Mr P said that wasn't fair. He said photos provided, when taken along with emails he'd sent describing the poor repair to his car, clearly showed sub-standard work had been completed. He said, if nothing else, a further inspection of his car should be completed. Our investigator wasn't persuaded to change his mind and Mr P's complaint was passed for an ombudsman's consideration.

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.

Having done so I'm not persuaded that Mr P has shown that poor repairs have likely been completed to his car. As such, I can't fairly and reasonably require MICL do anything more than pay Mr P the £50 it has offered.

Mr P has a policy which offers him cover for cosmetic repairs. The policy says such a repair *"involves restoring eligible damaged areas as close as possible back to their original condition...however no repair will be identical to the original automotive factory finish"*.

MICL undertook such a repair to Mr P's vehicle. And it isn't in dispute that it initially didn't complete work to a satisfactory standard. But MICL has said it believed everything was resolved in summer 2020. It was July 2021 before Mr P emailed MICL with detail of further concerns he had about the repair. I understand the delay was due to the pandemic and whilst Mr P says he did call MICL during this time there's no other record of that. Regardless

of the delay though, as Mr P is the complainant, it is up to him to show, on balance, that MICL has most likely undertaken work that is out of line with what the policy offers.

Mr P has provided photos of his car and the area in question. MICL has also provided photos from when it reattended the car in 2021. MICL took a photo before and after its visit and Mr P took a photo the following day. Those photos, to me, all look similar. I don't think the photo Mr P took on 4 August 2021 shows MICL completed what Mr P believes is a poor repair. And I think it's important to note that whilst Mr P can clearly see differences between the repaired area and the rest of the car, the policy doesn't hold MICL to making a totally matched, undetectable repair.

I've seen other photos taken by Mr P in September 2021. These do seem to show some scratching but that damage isn't in evidence on the August 2021 photos. The photos in September 2021 do show some difference, I think, in the paint finish, in the area of the car MICL worked on, from the rest of the car. And I see Mr P has obtained two estimates from garages which believe they can complete a better repair. But I can't be certain the difference is due to MICL completing poor work, whether something else (albeit coincidentally) has happened to the car in the meantime, or whether this is just the type of finish that Mr P could reasonably expect, given the nature of the repair this policy agreed to offer him cover for.

I'm aware that Mr P also thinks the area of repair was too large given the size and position of the damage. However, MICL says it did only what was needed to complete the work. I've not seen anything that makes me think Mr P's view on this is most likely the correct one. His photos show the area in question but showing the area, knowing what was done, doesn't show one way or the other whether that was correct for the job in question. And the estimates from the garages Mr P has presented don't assist with that either.

I understand that Mr P feels there is a difficulty in capturing the damage in photos and that, as such the car should be physically assessed. However, for me to require MICL to do anything more here, I first have to be satisfied it has most likely done something wrong. And to require a further inspection to take place I'd have to be satisfied that is the fair and reasonable remedy for the error in question. For the reasons stated above, the only error I've seen was that initially repairs weren't completed satisfactorily which resulted in further work being necessary. MICL has offered £50 compensation for that, which I think is reasonable. I'm not persuaded that MICL otherwise most likely completed poor work on Mr P's car. So there are no grounds for me to make it either inspect the car further or do more work to it.

I know Mr P has said during the course of our investigation that the front parking sensor was over-sprayed by MICL during its work. As Mr P only became aware of this during our investigation, MICL needs to answer this complaint point before we can consider it. I'm aware our investigator has sent the details Mr P shared with us about this to MICL already. Mr P should follow up with it in the first instance. Once MICL has given him a final response on the parking sensor issue, if he remains unhappy, he can make a further complaint to us.

Putting things right

I require MICL to pay Mr P £50 compensation as offered.

My final decision

I require Motors Insurance Company 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 Mr P to accept or reject my decision before 22 July 2022.

Fiona Robinson
Ombudsman