

The complaint

Mr O complains about the repairs that U K Insurance Limited (UKI) made to his car and its level of service when he made a claim on his motor insurance policy. He wants damage to his car's dashboard repaired.

What happened

Mr O made a claim on his policy when his car was damaged by a fire in a vehicle parked beside it. UKI's engineer outlined the needed repairs in a phone call. But Mr O was unhappy that the engineer wouldn't provide him with his report, and he found him to be rude.

Mr O then provided a report from an independent engineer. This required the dashboard to be replaced due to heat transfer damage. UKI's engineer inspected the car again. He thought the damage to the dashboard was caused by the sun. But he added further repair items in his second report.

UKI paid Mr O £250 compensation for the engineer's conduct, for not providing its report to him, and for the delay in the repairs. It also reimbursed Mr O for the cost of the independent assessor's report. Repairs were made, but Mr O was unhappy with them. He said the steering wheel had been scorched as well. But UKI didn't respond.

Our Investigator recommended that the complaint should be upheld. She thought UKI's offer of compensation and the reimbursement were fair and reasonable compensation for the trouble and upset caused by its delay in the claim, its communication with Mr O and for the engineer's conduct. But she thought the damage to the dashboard was most likely caused by heat transfer rather than sunlight. She thought UKI should repair this, consider the damage to the steering wheel, and provide Mr O with a copy of its engineer's report.

Mr O replied that he agreed. But UKI replied that it thought it was unlikely that the fire would cause damage to the dashboard and steering wheel but not to the windscreen.

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 can see that UKI upheld Mr O's complaint that all the damage to his car, apart from the dashboard, hadn't been included in its first repairs estimate. It also accepted that this had caused avoidable delays in the claim, that its engineer's conduct had been unacceptable and that it should have provided Mr O with its report.

And I think its payment of £250 compensation for this and reimbursement of Mr O's £160 independent assessor's fee was fair and reasonable compensation for the trouble and upset this caused. This is because I think it's in keeping with our published guidance for the level of impact caused.

But, four months later, UKI still hasn't provided the report that it said Mr O was entitled to receive. And I can see that this has caused Mr O additional stress and frustration. I'm satisfied that UKI should provide this report to Mr O and also pay him £100 further compensation for the trouble and upset this level of service has caused. This has been raised with UKI to give it a chance to comment.

Mr O told us that he was unhappy with the quality of the repairs made to his car. But he's lately told us that these were satisfactorily rectified by the garage. Mr O also told us that he'd noted scorch damage to his steering wheel that hadn't been previously identified. I agree that UKI should reasonably consider this damage as part of his claim. If Mr O is unhappy with its response, the Investigator has already advised Mr O that he would need to raise this with UKI to give it a chance to respond before we can consider that further.

UKI didn't uphold Mr O's complaint about the damage to his dashboard. It said:

"...our engineer believes this is general wear and tear, as there is no sign of any melting of the screen plastic covers. Our engineer believes the dash has deteriorated due to it being exposed to sunlight overtime, rather than heat. This is general weathering, and not related to the claim."

We're not engineers. We don't assess whether or how damage to a vehicle would be caused as this is a matter for the experts in these situations, the insurance companies and engineers. Our role in these complaints is to determine whether an insurance company has considered all the available evidence and whether it can justify its decision to not pay for additional repairs.

Mr O commissioned an independent engineer to assess the fire damage to his car. We think this is a reasonable approach when there is a dispute about the extent of needed repairs. I can see that the report lists various items around the car that had melted or been distorted by the fire. He concluded:

"The damage listed above has all been sustained during the fire, the damage is a mixture of heat transfer damage and hot particles of metal fall out from the vehicle that was destroyed in the fire."

The engineer noted, amongst other damage,

"5 - Dashboard - Damaged/heat transfer.

16 - Windscreen - Heat damaged, imperfections caused by fallout."

And he thought both of these items needed to be replaced.

UKI's engineer then reinspected the car and agreed further repairs but, he said,

"the dash board has not been considered as in my opinion the heat has not caused the problem it's general wear and tear as there was no melting of the screen plastic covers or weather seals around the car. I would suggest the dash has deteriorated due to age and sunlight and not exposure to heat."

We've asked UKI to provide the schedule of works originally decided by its engineer. But it hasn't done this. It has provided a report on the repairs that were agreed after the second inspection. I can see that this doesn't include repairs or replacement of the dashboard or the windscreen. And it doesn't provide any commentary on the damage caused.

Mr O's engineer's report has photographs of the damage to the dashboard. These show significant warping and ripping. Mr O provided a photograph of the dashboard which he said was taken six months before the incident and no damage is evident.

I note that there is no date stamp on the photograph. But Mr O had the car for two years before the incident and he's provided evidence to show that he maintained the car's condition. So I think the photographs taken previously must have been relatively recent and they show no sign of wear and tear or the damage later found.

UKI thought the damage had been caused by the sun exposure and by the car being exposed to differences in temperature. But, Mr O kept his car garaged, and it had low mileage, so it had limited exposure to the sun. UKI provided examples of online discussions of similar damage. But I note the car owners were located in areas that are much hotter than UK. So I don't think this is a fair comparison.

Also, I can't see that UKI has considered that excessive heat inside the car caused by the fire shrank the leather on the dashboard. So I'm not satisfied that UKI has justified its decision that such damage would have occurred due to wear and tear rather than be caused by the fire. And so I think UKI should repair the damage to the dashboard as part of Mr O's claim.

Putting things right

I require U K Insurance Limited to do the following:

1. Pay Mr O £100 further compensation for the distress and inconvenience caused by it not providing its engineer's report four months after it agreed to do this.
2. Repair Mr O's dashboard panels as part of his claim and consider the scorch damage to the car's steering wheel.

My final decision

For the reasons given above, my final decision is that I uphold this complaint. I require U K Insurance Limited to carry out the redress set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 12 January 2023.

Phillip Berechree
Ombudsman