

The complaint

Mrs X complains that Skyfire Insurance Company Limited relied on a fraudulent invoice when settling her car insurance claim.

What happened

Mrs X complained after receiving a copy of the repair invoice from Skyfire. Mrs X disputes the total figure on the invoice and says this invoice is fraudulent. Mrs X points to an invoice she obtained from a repairer, which details a lower figure, so she disagrees with the invoice Skyfire provided.

Mrs X also wants the excess she paid refunded in full because of this. Skyfire refunded half of the excess Mrs X paid, given it was able to recover half the claim costs from a third party. But as Mrs X thinks the overall costs were lower, she believes she's due a full refund.

After Mrs X asked this service to get involved, our investigator concluded that the insurer hadn't done anything wrong. Mrs X remains adamant that the invoice Skyfire provided is fraudulent. Because Mrs X didn't agree with our investigator, the complaint has been passed to me for a final review.

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've decided that Skyfire has acted fairly. I say this because:

- I've seen a copy of the invoice Mrs X claims is fraudulent. Skyfire says the third-party business that issued the invoice is the repairer's management company. The invoice itself sets out the itemised cost of the repair, it refers to Mrs X's car registration and references the correct claim number. I see no reason to conclude that this invoice is fraudulent.
- Mrs X refers to an invoice she obtained from a repairer, which shows a lower repair cost. Skyfire pointed out that this formed part of the repairs and was included as part of the overall claim costs. I can see from Skyfire's invoice that it does indeed include the contents of the invoice Mrs X provided. So I'm not persuaded that this confirms that Skyfire's invoice is fraudulent.
- Moreover, Skyfire has received the invoice from a third-party management company. And there's nothing in this invoice that suggests the costs are suspicious. So I find it reasonable that Skyfire accepted this invoice and covered the costs set out within it.
- Mrs X wants the full excess she paid refunded. Skyfire already refunded half the excess Mrs X paid, as it was able to recover only half the costs from a third party involved in the incident that led to the claim. I've seen a copy of Skyfire's records that confirms it only recovered half of the costs. It also seems to me that the insurer has

charged Mrs X an excess in line with her policy and in line with the insurer's terms and conditions. In my view, as the refund is proportionate to the level of liability that Skyfire had borne for this claim, it's reasonable that the insurer only refunded half the excess Mrs X paid.

For these reasons, I think Skyfire has relied on a legitimate invoice and has acted on this invoice fairly.

My final decision

I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs X to accept or reject my decision before 8 February 2023.

Abdul Ali
Ombudsman