

The complaint

Mrs G complains about damage caused by Premier Insurance Company Limited's (Premier) repairer following an accident claim, under her motor insurance policy.

What happened

Mrs G was involved in an accident. She contacted Premier and it arranged for the damage to be repaired under her insurance policy. When the repairs were complete the car was delivered back to Mrs G on a truck. When Mrs G looked at the car the following day, she noticed the driver's side wing mirror was damaged. She hadn't driven the car and thought this must have happened during the repairs, or when the car was returned to her.

Premier says no damage was showing on the post repair photos taken at the garage. It says the damage could've happened after the car had been returned to Mrs G. Premier didn't think its garage or delivery driver had caused the damage. But as a goodwill gesture it offered to fit a new wing mirror without charge if Mrs G was able to supply one.

Mrs G didn't think this was fair. She said the wing mirrors fold in when parked, but this function had been turned off whilst it was with the garage. She says the damage was more visible when the wing mirror was in the folded in position. And thought the settings had likely been changed to disguise the damage. As Premier didn't agree to replace the wing mirror Mrs G referred her complaint to our service.

Our investigator didn't uphold her complaint. He says Mrs G was present when the car was returned. He thought it was reasonable that she would've noticed the damage she has since complained about. He says photos were taken by the delivery driver, and at the repairer's garage that showed no damage to the wing mirror. Based on this our investigator didn't think Premier had done anything wrong.

Mrs G disagreed and asked for an ombudsman to consider her complaint.

It has been passed to me to decide.

I issued a provisional decision in December 2022 explaining that I was intending to uphold Mrs G's complaint. Here's what I said:

provisional findings

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 my intention is to uphold Mrs G's complaint. Let me explain.

I've read the inspection report and invoice produced by the repairing garage. This sets out a list of parts that were needed to complete the repairs. It also has a section relating to pre-existing damage. This section is left blank. From the documentation provided there is no indication of damage to either wing mirror when the car was brought in for repairs.

In its submissions to our service Premier says there was no damage to the driver's side wing mirror after the car had been repaired. It says it reviewed the post repair images provided by its repairer in order to confirm this.

I've looked at the photos taken by the repairer after the repairs were completed. One of the images is taken from the front of the car. Both wing mirrors are visible. I can see the casing is damaged on the driver's side wing mirror. This isn't immediately obvious until the image is enlarged. But the damage can be seen, particularly when comparing the damaged driver's side wing mirror to the undamaged mirror on the passenger side. At first glance the car appears to be in good condition from this photo, which may be why this was missed.

I've looked at the photos Mrs G supplied after her car was delivered back to her. The damage visible in the garage's photos corresponds with the damage visible in these photos.

I note Mrs G's comments that the damage was more visible with the wing mirrors folded inwards. This could explain why she didn't notice the damage on delivery and why the delivery driver didn't either – as the wing mirrors were folded outwards in the photos he took.

Having considered all of this I think it's clear from the garage's photo that the wing mirror was in a damaged state after the repairs had been completed. If the damage existed when the car was taken to the garage, I'd expect this would've been noticed. Because of this I think the evidence reasonably shows the damage occurred whilst the car was in the care of Premier's repairer. It follows that Premier should be responsible for repairing the damage.

In the circumstances I think Premier should compensate Mrs G for the hassle and inconvenience she's been caused as a result of the damage it caused to her wing mirror. I think a payment for £100 is fair.

In summary I don't think Premier treated Mrs G fairly when declining to repair the damage it caused to her wing mirror, so it should arrange for this to be repaired and pay her £100 compensation.

I said I was intending to uphold Mrs G's complaint and Premier should:

- arrange and pay for the repairs to Mrs G's wing mirror; and
- pay Mrs G £100 compensation for the hassle and inconvenience it caused her.

I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.

Premier says it had reviewed the pre-delivery photographs and can now see the damage was present. It says it is happy with the provisional decision.

Mrs G says she is happy with the provisional decision and has 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.

As neither party has made any further submissions or provided further evidence for me to consider, I see no reason to change my provisional findings.

So, my final decision is the same as my provisional decision and for the same reasons.

My final decision

My final decision is that I uphold this complaint. Premier Insurance Company Limited should:

- arrange and pay for the repairs to Mrs G's wing mirror; and
- pay Mrs G £100 compensation for the hassle and inconvenience it caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs G to accept or reject my decision before 21 February 2023.

Mike Waldron
Ombudsman