

The complaint

Mr G complains about the repairs to his car after a claim to Tesco Underwriting Limited under his motor insurance policy. He also complains his car was damaged further by the repairers.

Other companies have been involved in this complaint, but Tesco is the underwriter of this policy i.e. the insurer. It is therefore responsible for it, and any references to Tesco includes the actions of the companies acting on its behalf.

What happened

Mr G had an accident and made a claim on his car insurance policy with Tesco. Tesco had its approved repair garage carry out the necessary repair work to his car.

Mr G wasn't happy and raised concerns about various aspects of the work carried out by the garage. He also said they hadn't fixed the water ingress issue he'd informed them of as part of his claim. And he complained that the garage had caused damage to the roof of his car.

Tesco arranged for an independent inspection of the car, and the independent engineer's report said that the rear wing of the car needed to be repaired again, and the door seal needed replacing. It said this was the responsibility of the garage. The report also said it was to be determined who would be responsible for fixing the roof rail of the car and that a water leak test should be carried out.

The car was subsequently returned to the garage for the rectification work, which it says has been completed. Tesco has confirmed that the roof seals were replaced as part of the claim, but it didn't rectify the issue of water ingress. So, it had a manufacturer main dealership investigate. It said the dealership determined that there was damage to the roof cover and frame, and they would need replacing. But Tesco said that this damage wasn't related to the incident. So, it didn't think it was responsible for replacing the roof of the car.

Mr G subsequently brought his complaint to our service, he said he still wasn't happy with the repairs carried out and maintains that the garage had caused additional damage to his car's roof.

Our investigator thought the complaint should be upheld. She explained that the independent engineer's report said a copy of the repair garage's check in sheet was needed to determine who would be responsible for the damage to the roof. She didn't think Tesco had done enough to help Mr G work out what happened to his car, and she said Tesco should have an engineer inspect the roof further and it should also pay £200 compensation.

Tesco didn't agree, it said Mr G had stated during a call that there was water leaking in from the soft top and this was before any work being carried out by the garage, and before the car was collected. It said its engineer stated the damage wasn't consistent with the accident circumstances, and the damage to the seal was due to wear and tear.

Our investigator still thought the complaint should be upheld. She said there were two issues

to consider, the seal that was worn and the dents “ripples” in the roof. Our investigator said she could understand that possible wear and tear contributed to the water ingress, but she thought the issue of the further damage was not answered.

As an agreement couldn't be reached, the complaint has been passed to me to decide.

I issued my decision on 4 March 2023 in which I said:

“...Having done so, I intend to uphold this complaint and I'll explain why.

Damage to the roof

Tesco says initially its garage determined the leak was down to wear and tear on the roof seals. This isn't covered under the policy, so I think what it said was reasonable initially. Nevertheless, it says the garage replaced the seals, so I find it took responsibility for this repair. It says changing the seals did not fix the water ingress issues, and it had an inspection carried out by the car manufacturer's main dealership to try to identify the cause of the leak. Following the dealership's inspection, it doesn't think the damage was accident related.

Mr G thinks the water ingress problem was caused in the accident. He also told us he noticed the problem was worse when he received the car back after the initial repairs were made. Had further damage been caused by the garage, I would expect Tesco to take responsibility for putting it right. I've therefore thought about whether its responsible for fixing the leak and the dents in the roof.

Tesco says the dealership confirmed the roof was misaligned and the frame was dented, and both would need replacing. I've asked Tesco for a copy of the dealership's findings, but it's not provided this. Even if I accept the damage wasn't accident related as Tesco says, I don't think this automatically means it was pre-existing damage. Based on matters so far, I can't rule out that the garage didn't cause the dents and misalignment of the roof – particularly given that they had done some work to the roof at this point by replacing the seals.

I accept the purpose of this inspection was to determine the source of the leak which was present before any repair work was undertaken. But I don't think the fact there was already a leak means it wasn't made worse by the garage's actions.

Mr G says the dents were not there before his car went to the garage and I think what he's said is reasonable. Had the dents in the roof been present prior, I think it's likely the garage would have identified this damage during its initial inspection of the car. I say this because, its notes show the garage investigated the leak and traced it to the nearside roof, above the door, which is the same side and area of the dents.

In its emails, Tesco suggests the garage had concerns of pre-existing damage to the rear wing, but there's been no mention of pre-existing damage in the form of dents to the nearside roof of the car. I find it extremely unusual that a garage would note pre-existing damage to the rear wing, but not note any pre-existing damage elsewhere when this could clearly be relevant. Particularly given Mr G had raised concerns about water ingress in his car by this time.

Tesco also says the roof seals were replaced by the garage, so I think it's possible that in the process of doing so, the garage caused further damage to Mr G's car. However, its notes suggest the garage said the seals weren't available on their own and the whole roof had to be replaced, so it's not clear whether the seals were changed or not, but I don't think that

changes things. I think it's still possible further damage was caused by the garage while it worked on the car.

The independent engineer said they would need the original check in sheet to determine who was responsible for the dents to the roof frame. Tesco has confirmed this isn't available and wasn't provided to the independent engineers. In the absence of the check in sheet or initial reports from the garage or photographs of the roof, it's difficult to know the condition of the car before the repairs took place.

Ultimately, I don't think Tesco has done enough to show the dents and misalignment were pre-existing. I would also add that had the leak been present before the accident, I think it's likely there would have been some water damage to the interior of Mr G's car – and the garage hasn't noted this, nor have any of the inspection reports carried out since. So, I'm not persuaded the leak pre-existed the accident either.

On balance, I think it's more likely than not the garage caused further damage to Mr G's car. So, I think it's fair and reasonable for Tesco to take responsibility for rectifying the damage caused.

Repairs to the rear wing

Following a second attempt at repairing the damage to the rear wing of Mr G's car, I note that Mr G informed Tesco by email and over the phone that he was not happy with the rectification repairs carried out. In his email he suggested it send an investigator to take another look at the car. Mr G told us the shape of the wing doesn't seem right when compared to the other side of the car.

I can't see that Tesco responded to his concern or inspected the car again to ensure the repair carried out was adequate, and I think it should have.

Putting things right

Tesco accepts the repairs to the wing were substandard the first time round. I think it's had enough time to inspect the car a second time but didn't. And as the car has already been sent back for further repairs once, I think it is fair and reasonable for Mr G to arrange his own independent inspection and if its recommended that further repairs are required, he should have the repairs carried out at a garage of his choosing with Tesco paying for the work (once it's been provided with an estimate for it).

Tesco says the dealership determined that the convertible roof and frame would need replacing. Therefore, I think Mr G should obtain an estimate to have this work carried out at a garage of his choice and Tesco should also pay these costs.

I've also considered whether Tesco should pay Mr G any compensation. As I've listed out above, Mr G has had repairs carried out to his rear wing on two occasions which seemingly aren't satisfactory. He's also had to battle with Tesco and its garage about the damage to the roof of his car – which, as I've explained above, I'm satisfied was caused by the garage. All of this has taken a considerable amount of time to put right. So, overall, I think £300 compensation for these issues is fair."

Tesco didn't accept my provisional decision, it maintains that there's no evidence that damage to the roof has been caused by the repairer.

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 provided new information that hasn't already been considered, I see no reason to depart from what I've said in my provisional decision.

Putting things right

Mr G should arrange his own independent inspection of the rear wing and if its recommended that further repairs are required, he should have the repairs carried out at any garage of his choosing with Tesco paying for the repair work (once it's been provided with an estimate for it).

Mr G should obtain an estimate to have the roof and frame replaced at any garage of his choice and Tesco should also pay these costs.

Mr G asked whether the inspection could be done at a manufacturer dealership, and I think Tesco should allow him to do so if he so wishes.

Tesco should also pay £300 compensation for the upset and inconvenience these issues caused Mr G.

My final decision

For the reasons set out above, I've decided to uphold this complaint and I require Tesco Underwriting Limited to:

- Pay the cost of the inspection and any further repairs required to the rear wing of Mr G's car.
- Pay the cost of replacing the roof and frame of the car.
- Pay £300 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 14 April 2023.

Oluwatobi Balogun
Ombudsman