

## **The complaint**

Mr M complains that Tesco Underwriting Limited ("Tesco") mishandled his claim on his motor insurance policy.

## **What happened**

The subject matter of the claim and the complaint is a sporty hatchback car, made by a large car-maker and first registered in May 2017. Mr M acquired the car no later than December 2017 (the date of its most recent V5C registration certificate).

For the year from early December 2021, Mr M had the car insured on a comprehensive policy with Tesco.

Unfortunately, Mr M reported that in mid-February 2022, a third party had damaged the car.

Tesco arranged for a repairer to carry out repairs. Some of the complaint is about acts or omissions of Tesco's complaints-handlers. Insofar as I hold Tesco responsible for them, I may refer to them as Tesco's acts or omissions.

In March 2022, the repairer inspected the vehicle and identified damage to its front including the bonnet and nearside.

In early April 2022, Mr M complained to Tesco about the quality of the repairs.

In mid-July 2022, an engineer inspected the car and confirmed that the repairer had carried out poor-quality repair.

By a final response dated 4 August 2022, Tesco responded to Mr M's complaint about the engineer's attitude and service.

From late August to mid-September 2022, a second repairer carried out rectification work.

By a final response dated 20 September 2022, Tesco responded to Mr M's complaint about the repairs, delays in providing a replacement vehicle and a lack of responses to his emails.

In early August 2023, Mr M complained, through us, to Tesco that there was peeling paint on the bonnet of his car.

By a final response dated late September 2023, Tesco turned down that complaint.

Mr M asked us to investigate.

### *our investigator's opinion*

Our investigator said that we could only consider Mr M's concerns around the recent damage to the paint work on his car, and whether Tesco is responsible for the damage to the paint work.

Our investigator didn't recommend that the complaint should be upheld. He thought that he hadn't seen evidence that shows or suggests that it was a poor state of repairs which had caused the damage.

### *my provisional decision*

After considering all the evidence, I issued a provisional decision on this complaint to Mr M and to Tesco on 11 March 2024. I summarise my findings:

I wasn't satisfied that Tesco had yet responded fairly to Mr M's complaint about the paintwork on the bonnet.

I was minded that the past and present issues with the 2022 paintwork are indicators that Tesco should pay for an independent engineer's report.

Subject to any further information either from Mr M or from Tesco, my provisional decision was that I upheld this complaint in part. I intended to direct Tesco Underwriting Limited to:

1. instruct an independent automotive engineer to:
  - 1.1 read my decision (and the reports to which it refers); and
  - 1.2 physically inspect Mr M's car; and
  - 1.3 provide a written report to Mr M and to Tesco of their opinion on whether incorrect repair, preparation and/or painting has caused the damage to the paintwork on the bonnet and if so, make recommendations for further rectification work: and
2. In the event that the engineer concludes that incorrect repair, preparation and/or painting has caused the damage to the paintwork on the bonnet:
  - 2.1 pay for any such recommended further rectification work; and
  - 2.2 pay Mr M £150.00 for distress and inconvenience.

Mr M accepted the provisional decision.

Tesco hasn't responded to the provisional decision.

So I see no reason to change my view.

### **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.

### Scope of this decision

The Financial Ombudsman Service is bound by the Financial Conduct Authority's dispute resolution rules. One of those rules is that we can't consider a complaint that a consumer brings to us more than six months after the firm's final response to that complaint (unless

there are exceptional reasons that prevented the consumer from bringing the complaint to us in time).

Tesco sent final responses in August and September 2022. Mr M didn't contact us within six months. He hasn't explained any reasons for that.

So we can't consider complaints that he had made leading to those final responses. For example, I won't consider his complaint that the repairer returned his car in 2022 with a misaligned headlight.

Mr M didn't complain about the peeling paint on the bonnet until August 2023. So that is the focus of this decision.

### My consideration of the complaint

From what I've seen, the first repairer carried out repair to the bonnet. That was in addition to repair to the nearside bumper, which was peeling by the time of the inspection in mid-July 2022.

From the photographs, I consider that it is clear that there is damage to the paintwork on the bonnet of Mr M's car.

I think that Mr M regards it as obvious that the damage has been caused by incorrect preparation and painting of his ceramic-coated paintwork. Mr M got his garage to quote for further rectification work.

However, his garage hasn't expressed an opinion that supports Mr M's view that unsatisfactory repair in 2022 caused deterioration of the paintwork in 2023. Mr M has declined to spend £300.00 on an independent inspection.

Tesco's final response quoted the (first) repairer as having said the following:

*"Hi, looks like the large stone chip at the front of the peeling area is the cause as it's let in water and the air flow has torn the paint of in a section, so it's not a paint defect as we see it. Also, a while ago it had paint work rectification done by another repairer as he would not use us so you may need to check with whoever that was as well."*

However, that was an opinion from the repairer who had been responsible for repairs that – according to the report in mid-July 2022 – had been poor-quality repairs, including paintwork that was peeling off the front nearside bumper.

So I don't place much weight on the later opinion of that repairer. And I'm not satisfied that Tesco has yet responded fairly to Mr M's complaint about the paintwork on the bonnet.

### **Putting things right**

I've thought about what steps to direct Tesco to take in order to try to put thing right.

I consider that the past and present issues with the 2022 paintwork are indicators that Tesco should pay for an independent engineer's report. I won't pre-judge the conclusion of that report.

I consider that, if that report concludes that incorrect repair, preparation and/or painting has caused the damage to the paintwork on the bonnet, then Tesco should pay:

1. for further rectification work in line with the engineer's recommendations; and
2. compensation for the distress and inconvenience caused to Mr M by such damage and by its failure to respond fairly, which I'm minded to assess at £150.00.

In conclusion, I find it fair and reasonable to direct Tesco to:

1. instruct an independent automotive engineer to:
  - 1.1 read my decision (and the reports to which it refers) and
  - 1.2 physically inspect Mr M's car; and
  - 1.3 provide a written report to Mr M and to Tesco of their opinion on whether incorrect repair, preparation and/or painting has caused the damage to the paintwork on the bonnet and if so, make recommendations for further rectification work: and
2. In the event that the engineer concludes that incorrect repair, preparation and/or painting has caused the damage to the paintwork on the bonnet:
  - 2.1 pay for any such recommended further rectification work; and
  - 2.2 pay Mr M £150.00 for distress and inconvenience.

### **My final decision**

For the reasons I've explained, my final decision is that I uphold this complaint. I direct Tesco Underwriting Limited to:

1. instruct an independent automotive engineer to:
  - 1.1. read my decision (and the reports to which it refers); and
  - 1.2. physically inspect Mr M's car; and
  - 1.3. provide a written report to Mr M and to Tesco of their opinion on whether incorrect repair, preparation and/or painting has caused the damage to the paintwork on the bonnet and if so, make recommendations for further rectification work: and
2. In the event that the engineer concludes that incorrect repair, preparation and/or painting has caused the damage to the paintwork on the bonnet:
  - 2.1 pay for any such recommended further rectification work; and
  - 2.3 pay Mr M £150.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 23 April 2024.

Christopher Gilbert  
**Ombudsman**