

The complaint

Mr M complains Tesco Underwriting Limited (Tesco) did not complete satisfactory repairs to his car after he made a claim on his motor insurance policy.

There are several parties and representatives of Tesco involved throughout the complaint but for the purposes of this complaint I'm only going to refer to Tesco.

What happened

In September 2022 the named driver on Mr M's motor insurance policy was involved in a collision in which a third-party struck the car on the left-hand side. The third-party accepted responsibility for the accident.

Repairs to the damaged body work was completed at the start of October 2022.

In mid-December 2022 the car developed a power loss fault and became undriveable. Mr M took his car to a local garage for investigation of the fault. Some repairs were undertaken. The car was also taken to the main dealer and a recall issue was found and resolved. However an issue still remained with the mechanics of the car.

Mr M contacted Tesco as he believed the impact of the accident could have caused the damage to the mechanics of the car and that the cost to repair the engine should be covered by his policy.

Tesco did not agree and said the engine damage was unrelated to the collision.

Because Mr M was not happy with Tesco, he brought the complaint to our service.

Our investigator did not uphold the complaint. They looked into the case and did not agree that Mr M had provided substantial information to show that on the balance of probabilities the additional damage was caused by the accident. They did not think Tesco had treated him unfairly by not covering the additional damage.

As Mr M is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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.

When Mr M's car was initially taken to Tesco's approved engineer after the collision, only the bodywork of the car was inspected. Mr M said he asked for a mechanical inspection at the time, but this was declined.

Tesco said it had not been made aware that a mechanical inspection had been requested by Mr M. It said due to the minor nature of the damage to the nearside front wing, there was

nothing to suggest that any issues would be present to the engine. It said a mechanical inspection of the engine would not be carried out as standard when only this level of damage was present to the vehicle.

I looked at the repair report provided by Tesco. Images within the report showed minor impact damage to the left-hand front wing going through to the left-hand door of the car. The wing mirror was also missing.

The bodywork repairs were completed, and the car returned to Mr M.

Two and a half months after the car was returned it developed a power loss. Mr M said the car had only been driven locally during this time. He took it to a local garage where a timing chain fault was believed to be the issue. A diagnosis was also carried out on the car, and a manufacturer recall fault was found.

I saw the recall work was completed by the main dealer, however there was still an issue with the car. An inspection by the main dealer found the timing chain to be OK. Parts to the fuel pump were found to have failed and damage occurred. The main dealer said there was no explanation what had caused the damage to his car engine.

The main dealer report was supplied to Tesco and its internal engineers reviewed the information in it. Tesco's engineers maintained its decision that the engine damage was unrelated to either the original accident damage because it was a glancing impact, or to the bodywork repairs that had been carried out by it. It said the fault the car was experiencing would have failed at the time of the impact should it have been accident damage, and not sometime after as it did.

I know Mr M feels strongly that the engine damage is related to the accident and I saw he spent a lot of time trying to find out exactly why his car was not driveable. The main dealer did say it couldn't rule out that it may have occurred due to the accident, but there was no explanation. I also understand during the time the car became undrivable that Mr M was dealing with a critical family medical situation, which was extremely traumatic for him and all the family. I do accept that being without a working car at this time will have added to his stress.

In this case I have not seen evidence that has persuaded me that on the balance of probabilities the engine failure was related to the accident for which Mr M made his claim. And the car was drivable for some time after the accident, and after the bodywork repairs were completed. I therefore don't think Tesco was unfair when it declined to cover the costs to repair the damage to the car engine.

Although I know Mr M will be very disappointed and I recognise the terrible medical situation he and his family have been dealing with, I do not uphold his complaint and do not require Tesco to do anything further in this case.

My final decision

For the reasons I have given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 11 June 2024.

Sally-Ann Harding
Ombudsman

