

The complaint

C has complained about the way UK Insurance Limited (UKI) handled a claim under a van insurance for damage to a van belonging to it.

C is represented by Mr B, who is a director.

What happened

A van belonging to C was damaged when another vehicle reversed into the front of it. It went to one of UKI's approved repairers, who I'll refer to as R, for repair. Mr B collected it. He then went away for a period of time and he has said that when he came back he noticed that the van hadn't been properly repaired. He contacted R and it told him to bring the van back to them. Mr C thought they would complete the repair, but instead they told him they thought the van had suffered further damage.

Mr B complained to UKI about this and provided an engineer's report to support his view the outstanding damaged was caused in the original incident and R hadn't repaired it. UKI wouldn't alter its position, so Mr B asked us to consider C's complaint. In the meantime he had the repairs to C's van completed.

One of our investigators considered C's complaint. She explained why she thought it most likely that the damage to its van had been caused in the incident C had claimed for. She said UKI should reimburse what C paid for the additional repairs and pay it £200 in compensation for inconvenience.

UKI doesn't agree with the investigator's view and has asked for an ombudsman's decision. It has said that photographs provided show there was additional damage to the van which must have been due to a second incident.

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.

Having done so I agree with the investigator's view and I've decided to uphold it for the following reasons:

- I find the engineer's report provided by C very persuasive. And this makes it very clear why it is the engineer thinks the additional damage on the vehicle is consistent with the impact in the incident C claimed for. So, I'm satisfied that the additional damage C has paid to have repaired was a result of the incident it claimed for and R failed to carry out the repairs to C's van properly.
- I have noted UKI's view that the hole showing in the photograph after R had repaired the vehicle wasn't in the photograph that was taken before they carried out the repair. But UKI seems to have missed the fact that the engineer who provided the report for C explains this. He has said the front mounted radar was removed at his request and I

presume this is why there was a hole in the area that was damaged when he inspected it, but not when R originally repaired it.

- As I think the damage was caused in the incident C claimed for. It follows that I consider R should have repaired it and UKI should have paid for this. As C has paid for the additional work and what it has paid seems reasonable, I consider UKI should reimburse what C paid. UKI can deduct the VAT element if C is VAT registered, as C will be able to reclaim this.
- UKI should also pay interest on the amount C paid to compensate it for being without these funds.
- It was inconvenient for C having to have its van go back to R and for it to pay for work that should have been carried out as part of its claim. And I agree with the investigator that C should receive £200 in compensation for this.

Putting things right

For the reasons set out above I have decided to uphold C's complaint and make UKI do the following:

- Pay C £2,123.08 for the additional repairs to its van, less the VAT amount if C is VAT registered.
- Pay interest on this amount at 8% per annum simple from the date C paid this invoice to the date of payment.
- Pay C £200 in compensation for inconvenience.

My final decision

I uphold C's complaint about U K Insurance Limited and order it to do what I've set out above in the 'Putting things right' section.

Under the rules of the Financial Ombudsman Service, I'm required to ask C to accept or reject my decision before 16 July 2024.

Robert Short
Ombudsman