

## **The complaint**

Ms B complains that when her car was taken for repairs after a claim on her motor insurance, further damage was caused to the car and Highway Insurance Company Limited has failed to put this right.

## **What happened**

Ms B made a claim on her policy in May 2022 after her car was broken into and damage was caused to it. Highway initially said it would not be economical to repair the car but later instructed a garage to carry out repairs. A courtesy car was provided to Ms B while the repairs were being done.

The repairs were completed on 12 September 2022. On 18 September, after collecting her car, Ms B said there was damage to the front bumper and wheels.

Highway says it contacted the salvage and recovery agents and the repairer asking for photos. These were reviewed by an engineer who agreed damage had been caused to the wheels and bumper.

In October 2022 Highway agreed that repairs should be done and authorised the repairer to deal with this. It contacted the repairers a number of times between then and February 2023 asking for updates. The repairer said it had left messages with Ms B but not heard from her.

Highway called and emailed Ms B in February 2023. She contacted Highway in April 2023 confirming she wanted the repairs done and said she had noticed damage to the front passenger seat as well. Highway asked the repairer to get in touch with Ms B to arrange the repairs but they said they were not able to contact her.

Ms B was unhappy about how things had been dealt with and complained. Highway issued a final response to the complaint in August 2023 saying

- It accepted the damage to the wheels and front bumper were caused by its agent and authority for the repairs to the damage was given in October 2022 for £715.82 - this aspect of the complaint was upheld.
- As Ms B didn't want the garage to do the repairs, it was sending a cheque for £715.82 for the cost of repairs.
- It didn't accept it was responsible for the damage to the front seat, which was only reported seven months later; photos from September 2022 don't show that damage.

Highway also sent a cheque to cover courtesy car charges from 9 to 15 September 2022, during which time Ms B had been without a car.

Ms B remained unhappy and referred the complaint to this Service. She said £715.82 wasn't enough to cover all the damage and she had an estimate for around £3,500 for repairs to the bumper and wheels.

Our investigator's view was that Highway accepted Ms B was without a car for a short time but had offered a payment for that, which was reasonable. He said the offer to cover the repairs was reasonable and if Ms B provided a detailed estimate Highway had said it would consider that, which was fair. And he said there was no evidence the damage to the seat was caused by the garage.

When Ms B disagreed, the investigator considered her further comments but didn't change his view. He also said:

- Ms B said she hadn't driven her car between September 2022 and April 2023 but evidence shows the car was used during that time.
- There was no evidence Ms B contacted Highway before April 2023 about the wheel damage; she didn't raise this when she raised the issue of damage to the bumper.
- The offer for the damage to the bumper is fair. Ms B should let Highway know if she wants the cash settlement or for Highway to arrange the repairs.

Ms B disagreed and requested an ombudsman's decision.

I issued a provisional decision saying I was minded to uphold the complaint and direct Highway to pay the cost of repairs to the bumper and wheels, with a deduction of £715.82 if that had already been paid. I set out my reasons as follows

*There was a short period when Ms B was left without a courtesy car but Highway has compensated her for that and I think that was reasonable. Ms B is unhappy with the offers in respect of damage caused to her car and that's what I need to determine.*

*Highway arranged for the original damage to be repaired. The issue I'm concerned with is the further damage Ms B says was caused while her car was in Highway's care. Ms B reported this on 18 September 2022 after collecting her car, when she said there was damage to the bumper and the wheels. Highway says an engineer reviewed photos of the car, after which it accepted this damage happened.*

*This was confirmed at the time, in its final response to Ms B and again in its submissions to this Service. So I don't think there's any dispute that Ms B reported damage to both the bumper and the wheels and Highway accepted responsibility for this.*

*But it seems when Highway authorised repairs in October 2022 these were only to the bumper, not the wheels. It's not clear why that was. But it may explain why the amount offered of £715.82 is much lower than Ms B's estimate of around £3,500.*

*Given that Highway accepted responsibility for the damage when Ms B reported this, it's fair that the repairs should cover the wheels as well as the bumper.*

*I can understand Ms B's concerns about using Highway's repairers and in the circumstances a cash offer would be reasonable. This is not settling a claim under the policy terms – it's putting right damage that was caused to Ms B's car while in Highway's care. She shouldn't be out of pocket in these circumstances. And the policy refers to repairs being done using BMW parts, so it's reasonable for Ms B to want repairs done by an authorised repairer.*

*Ms B has provided an estimate. Highway says this is not itemised. It does give figures for parts, paint and labour but these are not itemised and there is a sum for "Additional Items" with no explanation of those. It's reasonable to ask for a breakdown. Subject to Ms B providing a fully itemised estimate, Highway should pay the cost of the repairs for the wheels and the bumper.*

*I understand Highway sent a cheque for £715.82 to Ms B. Assuming that cheque was cashed, it should deduct that amount and pay the balance.*

*Ms B is unhappy with the amount of time taken and says Highway refused to accept responsibility for the wheels. There were delays but these were not all down to Highway – there were long periods where Ms B didn't get in touch. And Highway had accepted responsibility for the wheels. It questioned the amount Ms B was seeking but said it would consider this if she provided a more detailed breakdown, which was reasonable.*

*With regard to the damage to the seat, there's limited evidence but what I have seen doesn't show there was damage in September 2022. If Ms B is claiming this damage was caused by Highway it's for her to provide evidence of that. She hasn't provided evidence that persuades me the seat was damaged in September.*

*Although she initially said she didn't use the car between then and April 2023 Ms B has since accepted she did drive the car during that period. The damage could have happened at any time up to April 2023. In these circumstances it would not be reasonable to expect Highway to pay for this.*

### **Replies to the provisional decision**

Ms B has provided detailed comments. I won't set them out in full but the key points include:

- The repairers did not contact her – in fact, she was trying to contact them without success, and she told Highway that.
- When she did speak to the repairers, they told her Highway had not agreed to repair the wheels.
- When she complained, Highway instructed another engineer who said there was no damage to the wheels. It was only after she insisted on a full investigation that Highway acknowledged the damage to wheels had been reported in September 2022.
- Denying the damage was an attempt to defraud her and let her take the car away, so she could then be accused of damaging it.
- Highway refused to send her the photos from September 2022 which supposedly show the seat was not damaged. She should be given that evidence before any decision is made.
- She has provided a quote from a reputable workshop which does have a breakdown. No other BMW workshop would do the repairs for less.
- She should be compensated for all the lies and the attempt to defraud her.

Highway has also provided further comments, as follows:

- It accepted the additional damage was caused by its agents but at the time of the final response letter Ms B had not provided an estimate for the damage.
- In response to this Service it confirmed it would be happy deal with the repairs but wanted a copy of the estimate Ms B had obtained, with a full breakdown of the costs.
- As it has agreed to make a further payment on receipt of the estimate, it wouldn't be fair to uphold the complaint.

### **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.

I appreciate Highway has accepted responsibility for the repairs to the bumper and wheels, but when it authorised repairs in October 2022 these were only to the bumper, not the wheels.

Although Highway confirmed in its final response to the complaint that it accepted responsibility for the damage to the wheels and the bumper, it referred to authority for the repairs being given in October 2022. As I've said, the authority given was for repairs to the bumper only. So Highway didn't make it clear that it would cover repairs to both the bumper and the wheels.

It has since done so – subject to receiving an itemised estimate – and that's a fair way to resolve things for Ms B. But it could have sorted this out at the time. The way it dealt with this was unclear; Ms B didn't know if the repairs to the wheels would be done and, as I've said, Highway didn't authorise them at the time. So I don't think it dealt with the claim fairly.

I'm satisfied I have enough evidence to make a decision. Ms B says she wasn't shown the photos of the seat from September 2022 but in any event, the evidence I have doesn't persuade me Highway should be responsible for that damage, for the reasons set out above. Ms B had the opportunity to provide further evidence at the time. If she's making the allegation there's some onus on her to prove it.

The car was in her possession up to April 2023 when she reported that damage, and the damage could have happened at any time.

The information Ms B was given was unclear and in some respects inaccurate, and I appreciate that she's upset about this. On the other hand, she maintained that she didn't use the car between September 2022 and April 2023, but has now accepted that wasn't true.

Weighing everything up, I still consider the fair way to put things right is for Highway to pay for the repairs to the wheels as well as the bumper.

Ms B says the estimate she provided should be sufficient. While it separates out parts, paint and labour, these are not itemised. And there is a sum for "Additional Items" with no explanation of what those items are. It's reasonable for Highway to want a breakdown

### **Putting things right**

Subject to Ms B providing an itemised estimate showing a breakdown of the figures, Highway should pay the cost of repairs to the bumper and wheels, with a deduction of £715.82 if this has already been paid.

### **My final decision**

I uphold the complaint and direct Highway Insurance Company Limited to pay the compensation set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 19 September 2024.

Peter Whiteley  
**Ombudsman**