

The complaint

Mrs R is unhappy with the quality of repairs that have been carried out by U K Insurance Limited (UKI) after she made a claim under her motor insurance policy.

What happened

In 2023 Mrs R was unfortunately involved in a car accident. UKI arranged for Mrs R's vehicle to be repaired by its approved repairer. In November 2023 Mrs R contacted UKI as she had noticed water was entering the rear light cluster of her vehicle. UKI arranged for Mrs R's vehicle to be inspected by the repairer.

UKI didn't agree to repair the issue Mrs R was experiencing. It said the damage wasn't incident related and the repairer hadn't removed the taillight as part of its repair so the issue wouldn't have been caused by the repairer. UKI did acknowledge it took the repairer longer than it should have done to contact Mrs R about this issue and she had been incorrectly told a UKI engineer would be inspecting her vehicle. It offered Mrs R £75 compensation as an apology.

Mrs R provided evidence to UKI which she said demonstrated the repairer did remove the taillight as part of the repair. UKI considered this but didn't change its mind. It said if the damage had been caused by the repairer Mrs R would have identified the issue sooner. Mrs R didn't agree and so referred her complaint to this Service.

Our investigator upheld Mrs R's complaint. He said the evidence suggested the damage was likely caused by the repairer and so UKI should reimburse Mrs R the cost she paid to have the issue rectified. He said it should also pay an additional £100 compensation to Mrs R for the distress and inconvenience caused.

Mrs R accepted our investigator's view but UKI disagreed. It said the evidence suggested the issue was present on the vehicle prior to the repair and it believed the issue Mrs R was experiencing was a widespread issue with the type of vehicle she owned.

As UKI didn't agree with our investigator, the complaint has been passed to me to decide.

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.

UKI have said the damage to Mrs R's taillight would not have been caused by the accident. UKI's repairer inspected Mrs R's vehicle and said the issue with the taillight was in a different area to the damage caused in the accident. UKI have said there wasn't damage to the rear wing or headlight and so it was satisfied the damage to Mrs R's taillight wasn't as a result of the accident.

Mrs R has provided a copy of a report from a garage that has since repaired her vehicle. This report says the issue has been caused by either the previous impact or damaged on the

removal of the lamp for repair.

Based on the evidence provided I don't think it was unreasonable for UKI to say the damage to Mrs R's taillight wasn't caused by the accident. The area of damage caused by the accident appears to be in a different area of the vehicle to the taillight. Additionally the engineer report Mrs R has provided is very brief and not on headed paper and so I don't think this is sufficient to demonstrate the damage to the taillight was caused by the accident.

UKI have said the damage to Mrs R's taillight hasn't been caused by its approved repairer. Initially it said the repairer didn't repair this part of Mrs M's vehicle, however Mrs R provided a copy of the estimate which under sections headed, '*Strip Out*' and '*Refit the Following*' states, '*Includes R + R Taillamps*'. UKI have since said this was automatically included by the estimating system but not required to carry out the repair.

I'm not persuaded the repairer hasn't removed the taillight as part of its repair. The estimate is clear the taillights were due to be removed and I don't think UKI have provided sufficient evidence this was automatically added by the estimating system, nor has it provided consistent testimony regarding this. Based on the evidence I'm more persuaded the taillights were removed as part of the repair process.

UKI have provided a photo it says was taken when Mrs R's vehicle was collected which it believes shows water inside of the lamp. I don't think this photo demonstrates there is water inside of the taillight and so I don't think this shows the damage on Mrs R's taillight was present prior to the repair.

UKI have said if the damage had been caused by the repairer Mrs R would have noticed it sooner than she had done. Mrs R's vehicle was returned in the summer, and it was only when Mrs R noticed the taillight filling with water she identified there was an issue. Given the type of damage, the impact this had on the vehicle and Mrs R's testimony, I don't think Mrs R would have necessarily noticed the issue with her vehicle before she did.

UKI have provided a photograph which it says shows a split in the glass where it joins the body and it was full of moss. UKI haven't provided any further explanation as to why it believes this supports its position. Additionally the engineer who inspected Mrs R's vehicle said the rear lamp lens was coming away from the body. They didn't make any mention of a crack causing the issue Mrs R was experiencing. I don't think this photo is sufficient to demonstrate the damage to Mrs R's taillight wasn't caused by the repairer, nor that it was present on Mrs R's vehicle prior to repair.

Since issuing our findings on this complaint, UKI have said there are examples of people who own the same car as Mrs R experiencing the same issue Mrs R was experiencing. The evidence UKI have provided in relation to this is very limited, and is from public forums rather than from the vehicle manufacturer. I don't think this demonstrates the issue Mrs R was experiencing with her vehicle is a widespread issue with the vehicle Mrs R owns.

Having considered all of the evidence provided I think it's more likely than not the taillights on Mrs R's vehicle were damaged during repair. I'm persuaded the taillights were removed and refitted by the repairer and I don't think UKI have been able to demonstrate the damage was on Mrs R's vehicle prior to it being repaired. Therefore I think it's reasonable UKI reimburse Mrs R the cost she has incurred to repair the issue she has experienced with her taillights since the repair of her vehicle. UKI should also pay 8% per year simple interest on this amount calculated from the date Mrs R paid for the repair to the date she is reimbursed by UKI.

Mrs R has experienced inconvenience due to having to arrange for her vehicle to be

estimated and repaired by another repairer. I think it's right Mrs R is compensated for this. UKI have acknowledged it did make some errors during the process of having Mrs R's vehicle inspected. She was told UKI would be arranging an inspection when it would actually be arranged by the repairer. She also had to spend time chasing the repairer for the outcome of the inspection. I think a total of £175 compensation is reasonable to acknowledge the distress and inconvenience Mrs R experienced.

My final decision

For the reasons I've outlined above, I uphold Mrs R's complaint about U K Insurance Limited. In order to put things right it should:

- Reimburse Mrs R the costs she has incurred to repair her taillights
- Pay 8% per year simple interest on this amount from the date Mrs R has paid for the repair to the date she is reimbursed.
- Pay Mrs R a total of £175 compensation.

If U K Insurance Limited considers that it's required by HM Revenue & Customs to deduct income from that interest, it should tell Mrs R how much it's taken off. It should also give Mrs R a tax deduction certificate if she asks for one, so she can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R to accept or reject my decision before 19 November 2024.

Andrew Clarke
Ombudsman