

## The complaint

Mr E has complained about repairs by First Central Underwriting Limited ('First Central') following a car accident, under his motor insurance policy. For the avoidance of doubt, the term 'First Central' includes reference to its agents and representatives in this case.

## What happened

In November 2023, Mr E's car was unfortunately involved in an accident. He reported the matter to First Central who were his insurers at the relevant time. A scuff or scratch was sustained to the driver side doors. The wing mirror was also completely broken, and a gap was created between the driver and rear passenger door. First Central accepted Mr E's claim for damage and it arranged for repairs to be carried out by its approved repairer. The car was returned to Mr E in early January 2024. Mr E was unhappy about the quality of repairs carried out, and he wanted the car to be restored to its pre-loss condition.

Mr E complained to First Central, however it maintained its position. In the circumstances, Mr E referred his complaint to this service. The relevant investigator upheld the complaint. She considered that as Mr E didn't want the original repairer to work on the car again, First Central should cover the costs for the repairs to be done at a garage of his choice and also to pay Mr E £150 in compensation for the distress and inconvenience this matter has caused him, including the time he'd spent trying to resolve this matter.

First Central didn't agree with the investigator's decision. The matter has therefore been referred to me to make a final decision in my role as Ombudsman,

## 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.

The key issue for me to determine is whether First Central acted in a fair and reasonable manner in its handling of this matter by requiring that Mr E allow the original approved repairer to inspect the car and remedy any issues with the work it carried out.

I firstly turn to the submissions of the parties. In summary, Mr E was unhappy with the repairs but was told he; *'needed to collect my car as it was completed and the hire car company where no longer happy to give me the car due to the work being marked as completed.'* Mr E said that he raised his concern directly with the garage, but it told him that as he was a *'car man'*, he was noticing imperfections and said; *'how great the work was'* in comparison with other cars they'd seen. Mr M informed the garage that he wasn't happy as it wasn't how the car looked before, as there were lines in the paintwork. The garage suggested that this was due to previous repairs which Mr M hadn't seen in the paint prior to the accident.

On taking the car home, Mr E noticed several other issues including a misaligned door card, bent trim, a marked pillar, incorrect wing-mirror glass, and lines in the paint under the lacquer. He raised the issue with First Central, however it considered that the repairer should

be given the opportunity to put the matter right. Mr E said he'd done that when he collected the car, however the garage had said that there was nothing more they would do. Mr E acknowledged that he'd missed an appointment with the original repairer due to work commitments. He said that he did then go back to them, just to be told exactly the same thing. Mr E said that during this time, three individuals in the car business had seen the repairs and called them '*shocking*.'

Mr E then took the car to an independent company which assessed the car and provided an estimate to put the works rights and pointed out further work issues which he hadn't previously noticed, including hard edges that hadn't been sanded in door shuts, and overspray in various areas of the car. He said that since his car had been repaired, a second accident had then occurred, again affecting the driver side of the car. This time, his car had been hit by a coach while his car was parked and unattended. Some of the damage affected the same area as before (the wing mirror) and some on the front wing didn't. As context, Mr E explained that the issues following the second incident hadn't been repaired as the first damage needed to be resolved first. Mr E said that the garage disputed that he'd raised the issue of bent trim when he collected the car from them in January 2024. As such he now had concerns over its integrity.

In conclusion, Mr E was annoyed with the amount of work he was having to do to prove his case which he considered to be '*blatantly obvious*'. He felt that there had been a lack of support from First Central as it had expected him to do all the chasing of the garage and gathering evidence. He said that the car was worse now than when it went in for repairs, and he complained about the timescale involved in getting an adequate resolution.

Turning now to the submissions of First Central, it recorded the complaint being that the car now had a different finish, the wing mirror glass was different, there were markings on the paint, the trim wasn't sitting level and the interior door card wasn't fitted correctly. It asked that the garage be given the opportunity to review the reported issues. It provided images of pre, during, and post repair from the garage. It said that the car had then been booked in for a week in February 2024, however Mr E didn't attend. The garage again tried to contact Mr E and another booking was agreed for a date in March 2024.

In conclusion, First Central stated that as per its policy, '*the vehicle must return to the same repairer to allow them the opportunity to resolve the issue.*' It noted however that Mr E had.. *expressed his view throughout its investigation that he wouldn't want to return to them.*' It argued that at each step, Mr E had declined to engage with First Central and had consistently said that he'd been provided with advice by this service and that he was going to follow it. It said that its stance was firm and that it had again offered a solution to rectify the complaint and this again involved referring the matter back to the same repairer.

I now turn to the reasons for my final decision. I agree that the authorised repair garage's images indicate that the preparations for repair had been reasonably thorough. However, I consider that Mr E has been consistent throughout that he was unhappy with the final finish and certain items of work, and I consider that he immediately informed the garage of his concerns when he picked up his car in January 2024.

I've seen the report for what is termed to be rectification works. This is detailed and does overlap with some of the items of complaint which Mr E had raised when he first picked up his car in January 2024. I find this evidence persuasive that the work carried out by First Central's approved repairers hadn't met the expected standard and hadn't placed Mr E back into the position which he was prior to the accident. I note that this garage said it had invited First Central's approved repairers to attend the inspection. The original approved repairer didn't attend the inspection and it appears that it denied that it had been contacted. It would clearly have been fair and reasonable to afford the original repairer opportunity to attend and

on the balance of probabilities, I consider that this contact did take place. I note also that the original garage said it would be happy to take on the recorded rectification works.

The report fairly set out the minimum work required needed as regards the paintwork, being flattening and polishing with the possible requirement for respray, replacement of trims and realignment of door card. Finally, it said that; *'the general final finish is not to a commercially acceptable standard. Areas of over spray, guide coat, tape residue and masking edges are evident and require attention.'*

In conclusion, I don't consider that First Central has treated Mr E in a fair and reasonable manner. I'm satisfied that the available evidence as to Mr E's early complaint about the standard of work by First Central's approved repairer is supported by the report of an expert which shows that rectification work was clearly required. I'm also satisfied that the report fairly and reasonably recorded the extent of the works to be carried out. I note that First Central didn't provide an apology for the standard of work, which, even if it wasn't *'shocking'*, appeared nevertheless to be below the standards which would be expected to restore a car to its pre-accident finish.

Whilst I can't say that First Central was responsible for all delays as Mr E was candid that he wasn't able to attend an appointment to have his car re-inspected by First Central's repairer due to work commitments. Nevertheless, I do consider that First Central unreasonably adhered to an unreasonable stance in the circumstances that the original repairer must be afforded the opportunity to rectify the work. The consequent delays in ensuring that Mr E was placed back into the pre-accident position were lengthy. I agree with the investigator that compensation of £150 for the distress and inconvenience suffered by Mr E would therefore be appropriate.

I can entirely understand why Mr E didn't wish to return his car to First Central's approved repairer. I'm persuaded by Mr E's evidence that, on more than one occasion, the garage hadn't accepted that the work had been below the required standard. I'm satisfied that First Central should now cover the cost of ensuring that the vehicle is brought back to its pre-accident condition, being the accident which occurred in November 2023.

### **My final decision**

For the reasons given above, I uphold Mr E's complaint and I require First Central Underwriting Limited to do the following in response to his complaint.

- cover the costs of the repairs itemised in the rectification report of April 2024 as to the accident of November 2023, and which may be carried out at a garage of Mr E's choice.
- pay Mr E £150 by way of compensation for the distress and inconvenience caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 22 October 2024.

Claire Jones  
**Ombudsman**