

The complaint

Miss G complains that U K Insurance Limited (UKI) caused further damage to her car following repairs when she made a claim on her motor insurance policy. She wants the car fully repaired at a garage of her choice.

What happened

Miss G's car was damaged in an incident and UKI took it for repairs. The damage was to the car's left-hand side. But when the car was returned to Miss G, she noted multiple chips on the paintwork and a missing section of lacquer. UKI agreed that its level of service could have been better, and it paid Miss G £150 compensation for this. But it said the pre-repair report and photographs showed that the extra damage Miss G had noted was pre-existing and unrelated to the claim.

Our Investigator didn't recommend that the complaint should be upheld. She didn't see any evidence that persuaded her that UKI had caused the damage to Miss G's car. She thought, given the car's age and mileage, that there was likely to be wear and tear. And she thought UKI's compensation payment for its service failings was fair and reasonable.

Miss G replied asking for an Ombudsman's review, so her complaint has come to me for a final decision. She thought the pre-repair photographs showed that there was new damage following the repairs. She said the car hadn't had chips or lacquer damage before it went for repairs.

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 can understand that Miss G would want her car to be fully repaired. And I can see that she's adamant that the chips and lacquer damage weren't evident before UKI took her car for repairs.

We're not engineers. We don't assess whether or how damage to a vehicle would be caused as this is a matter for the experts in these situations, the insurance companies and engineers. Our role in these complaints is to determine whether an insurance company has considered all the available evidence and whether it can justify its decision to not pay for additional repairs.

Miss G reported the new damage to UKI when her car was returned to her following the repairs. I can see from its file notes that UKI raised this with the garage, but it denied responsibility. I note that the damage was in areas outside those repaired following the claim.

Miss G remained unhappy. When there's a dispute about repairs, we think it's good practice for an independent assessor to be instructed to resolve the issue. And I can see that UKI had a senior engineer carry out a desktop review of the complaint.

He said that given the car's age and mileage, he thought it likely that there would be pre-existing damage. He considered a photograph of the car taken before the repairs, but he

said this wasn't sufficiently clear to show that there hadn't been pre-existing damage. He thought the stone chips on the car's bonnet were in keeping with the car's age. And he explained that the lacquer damage was due to a pre-existing poor repair.

Miss G provided before and after photographs of her car and UKI considered these. But UKI then said that Miss G had signed a pre-collection report showing the pre-existing damage. Miss G thought this checklist had been altered after she signed it. But I haven't seen any evidence to confirm this. And I note that the checklist contains other areas of pre-existing damage that Miss G doesn't dispute. So I'm persuaded that there is evidence that the damage was pre-existing.

So I'm satisfied that UKI considered all the evidence available and reasonably justified its decision that it wasn't responsible for the further damage notes by Miss G. So I don't require it to rectify this.

UKI agreed that its level of service could have been better at times:

- There were small delays in the claim and miscommunication with Miss G;
- Miss G had to chase UKI multiple times, to re-send information, and didn't have the customer service aspect of her complaint acknowledged.
- Miss G also had to contact UKI about issues with the hire car.

I think this caused Miss G avoidable frustration and inconvenience over a period of a month. UKI paid Miss G £150 compensation for this. I think that's in keeping with our published guidance for the impact these errors had. And so I think this was fair and reasonable. I don't require UKI to do anything further.

My final decision

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss G to accept or reject my decision before 18 November 2024.

Phillip Berechree
Ombudsman