

## **The complaint**

Mrs J complains about the poor standard of repairs arranged by First Central Underwriting Limited (First Central) following an accident claim, under her motor insurance policy.

## **What happened**

Mrs J's car was damaged by another driver. She made a claim to First Central, and it arranged for the repairs. Mrs J noticed some issues with the repairs the day the car was returned. The repairing garage took it back to rectify these issues. Mrs J says there were still issues after this. Including a broken bumper mount, misaligned headlights, headlight washers not working and drips in the paintwork. She contacted First Central but didn't want her car to be sent to the same garage. She asked that it be looked at by a main dealer.

In its final complaint response First Central says when Mrs J raised concerns with the quality of the rectification work, it arranged for an independent inspection. The engineer found rectification work was still needed as well as some supplementary work. As Mrs J didn't want the original garage to be involved First Central appointed an alternative. It says she wanted a main dealer to do the work, but this isn't an option as it has to be one of its approved repairers.

Mrs J didn't think she'd been treated fairly and referred the matter to our service. Our investigator upheld her complaint. She says Mrs J's policy terms allow her to use a repairer of her choice. So, she didn't think it was fair that First Central was insisting the repairs be carried out at its approved repairer. Our investigator says that Mrs J hasn't been able to repair or sell her car because of First Central's refusal to allow her to choose the repairer. For the inconvenience this has caused, our investigator says it should pay Mrs J £300.

First Central didn't respond to our investigator. As an agreement wasn't reached the matter 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.

Having done so I'm upholding Mrs J's complaint. Let me explain.

Mrs J's policy terms say that in the event of a claim First Central will arrange any repairs through its approved repairer network. The benefits of this are that no estimates are needed, a courtesy car will be provided during the repairs, the car can be collected from the customer's home address, and it will be cleaned before being returned.

The policy terms also state that Mrs J can choose not to use an approved repairer. Although it says this may lead to delays, an extra policy excess is payable, First Central won't guarantee the repairs, and it won't provide a courtesy car.

In its final complaint response First Central says one of its approved repairers has to be

used, and that Mrs J's request to use another garage isn't an option. But this isn't what the policy terms and conditions say. The terms say Mrs J will need to pay an additional £250 excess. But she has the option to choose the repairer. I understand that First Central's repairer guarantees its work. So, this may be what it's referring to when it says an approved repairer has to be used. But again, I don't think this is correct when considering the policy terms. First Central's refusal to allow Mrs J this choice caused a delay in her being able to arrange the repairs.

We expect First Central to arrange repairs to a good standard and to do so in a timely manner. The records show that a number of issues were identified with the first repairs. This isn't disputed by the business. I haven't seen a copy of the report from the independent assessor First Central appointed. But it doesn't dispute that further repairs were needed and covered under Mrs J's policy. I'd expect the repairs to be completed to a good standard on the first attempt. I can understand Mrs J's frustration and her lack of confidence in First Central's garage. Particularly, when it failed to resolve the issues on the second attempt.

I've thought about the impact this had on Mrs J. The damage occurred in June 2023. The rectification work was completed at the end of July, but issues remained. First Central refused to allow Mrs J to use her choice of repairer and the work is still outstanding. This has resulted in a significant delay and additional hassle for Mrs J when dealing with the matter. I note her comments that she planned to sell the car but couldn't, due to the condition it was in.

Having considered all of the evidence and circumstances I agree with our investigator that First Central should pay Mrs J £300 to compensate her for the frustration and inconvenience it caused her. The business should also confirm to Mrs J that it will allow her to use her choice of repairer in line with its policy terms.

### **My final decision**

My final decision is that I uphold this complaint. First Central Underwriting Limited should:

- allow Mrs J the option of using her own choice of repairer in line with her policy terms, and
- pay Mrs J £300 compensation for the inconvenience and frustration it caused her.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs J to accept or reject my decision before 12 November 2024.

Mike Waldron  
**Ombudsman**