

The complaint

Mrs R and Mr R complains about how Acromas Insurance Company Limited (Acromas) handled a claim under their motor insurance policy for damage to their vehicle. They say additional damage from an accident wasn't repaired while their vehicle was in for repair, specifically to sensors on the bumper and to a headlight. They also say their vehicle was driven unnecessarily by the repairer, adding mileage to the vehicle and using fuel.

Any reference to Acromas in this decision includes their agents.

What happened

In November 2023 Mrs R and Mr R's vehicle was involved in an accident, in which a taxi reversed into the front of their vehicle, causing damage. Mrs R and Mr R contacted Acromas to tell them about the incident. Acromas appointed a repairer (P) to take the vehicle in for repairs. The repairs were completed, and the vehicle returned to Mrs R and Mr R (after some rectification work) in February 2024.

In August 2024, Mrs R and Mr R called Acromas to say they had taken their vehicle to a garage (M) to have an MOT test. However, the vehicle failed due to incorrect headlamp alignment. M said they couldn't align the headlamp as the adjustment mechanism was broken, which would mean having to replace both headlamps (as M said the headlamps only came in pairs). M replaced the headlamps, at a cost of £1,800. M said they suspected accident damage caused internal damage to the headlight adjusters.

There was also an issue with the front parking sensors not working. Mrs R and Mr R said they hadn't used their vehicle between its return in February and August, so they thought the damage to the headlamp and parking sensor was related to the accident in November 2023. They wanted Acromas to pay to repair the damage as part of their original claim.

P took back the vehicle to inspect it for the issues reported by Mrs R and Mr R, but concluded the issues were due to wear and tear and so they wouldn't carry out rectification, unless carried out privately or under a new claim.

Mrs R and Mr R challenged this view and complained to Acromas. Acromas appointed an engineer (D) to inspect the vehicle (in September 2024). D concluded there was an issue with the parking sensors, but also damage to the headlamp and a misaligned bumper. Given the area had been repaired by P as part of the repairs earlier in the year, D concluded the additional damage was post-repair, so wouldn't be covered under the original claim. In their final response, issued in late September, Acromas didn't uphold the complaint. They referred to the views of P and D, saying they wouldn't cover the cost of repairing the damage unless a new claim was made (or a conflicting engineer report provided).

As well as the additional damage, Mrs R and Mr R also complained that P collected the vehicle and drove it to and from their property (four times) which meant additional mileage on the vehicle and use of fuel. Having spoken to P, Acromas said the vehicle was brought onto their site three times, first in January for repairs, a second in February for a minor rectification issue with the repairs and then a third in August for the inspection of the sensor

issue. Acromas said they were a necessary part of the claim and repair process. However, as a goodwill gesture, Acromas awarded £25 for the fuel used and mileage added.

Mrs R and Mr R then complained to this Service. They had been told by the garage to which they took their vehicle for the MOT that a bump to the front of the vehicle had caused the issues. They believed both had been caused in the original accident. They wanted Acromas to pay for repairing the damage.

Our investigator didn't uphold the complaint, concluding Acromas didn't need to take any action. On the evidence available, while Mrs R and Mr R had an invoice from the garage who performed the MOT, indicating the accident caused damage to the headlight adjusters, the investigator wasn't persuaded the damage was related to the accident. Acromas' engineer concluded the headlamp was replaced as part of the accident repair, so the subsequent damage would have been post-repair. The investigator also noted the vehicle was returned after accident repairs in February 2024, but it wasn't until August 2024 that Mrs R and Mr R raised the issues with the headlamp and parking sensor. Given the elapse of time, the investigator thought it reasonable for Acromas to suggest the additional damage occurred after the accident repairs and so to decline to cover the damage under the original claim..

Mrs R and Mr R disagreed with the investigator's view and asked that an Ombudsman review the complaint. They said the repairing garage did more than one journey in their vehicle (they said they made four journeys, a distance of some 200 miles). The £25 offered by Acromas wouldn't cover the fuel used in that distance. As they only used their vehicle to go on holiday and be MOT tested, they hadn't used the vehicle between its repair and the MOT test. That was also why they didn't realise there was an issue with the headlamp until the vehicle was taken in for the MOT test. So, the additional damage didn't occur in the period. They thought the damage could have occurred while being driven by P, or when they removed the bumper to replace it when repairing the vehicle. And the headlamp could not have been broken without the bumper also being damaged.

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.

My role here is to decide whether Acromas have acted fairly towards Mrs R and Mr R.

The key issues in Mrs R and Mr R's complaint are the damage they say happened while their vehicle was in for repairs, or wasn't repaired, specifically the issues found in the subsequent MOT test with the headlamp/adjuster and the parking sensor. Acromas maintain the damage was separate to the accident and subsequent repairs.

A second issue is what Mrs R and Mr R say were journeys made and fuel used while the vehicle was in for repair, adding mileage to the vehicle. Acromas have awarded £25 towards fuel costs as a goodwill gesture.

On the first issue, I've looked at what the garage who carried out the MOT have said (M) and the inspection by D in September 2024.

Mrs R and Mr R provided a copy of the invoice from M, which includes the headlamps (separate charges of £750 plus VAT for each headlamp). The bottom of the invoice includes the following comment:

"Advise – suspect accident damage caused internal damage to headlight adjusters, therefore requiring replacement of both headlights."

D's report only covered the issue of the parking sensors not working correctly, based on a visual inspection. The report states (on the front parking sensors not working correctly):

"...there would appear to be evidence of impact/damage in the area of repair

The right front bumper is mis-aligned to the right front wing and headlamp

The right headlamp appears to have damage leaving small sections of lens sheared off

As the right headlamp was replaced as part of the repair, the damage would appear to be post repair."

I've also noted what P said about the likely cause of the parking sensor issue being wear and tear when they inspected the vehicle.

I've considered all views carefully to decide, on balance, which is the more persuasive in the absence of a clear, agreed cause of the damage. Having done so, I'm more persuaded by D's opinion. It refers to particular headlamp damage as well as bumper misalignment to the wing and headlamp. I'm not persuaded this would have been likely not to have been picked up when the vehicle was first repaired and returned to Mrs R and Mr R.

I recognise what Mrs R and Mr R have said about the vehicle not being used between its return in February 2024 and its MOT test, although I've seen varying mileage figures from different sources at different times that suggest some mileage during the period.

Taking all these points together, I've concluded on balance the additional damage cannot be clearly attributed to the original accident, so I don't think it was unreasonable of Acromas to decline to cover it under the original claim.

On the issue of the additional trips and mileage Mrs R and Mr R say took place with their vehicle, Acromas' case notes record the vehicle was collected from Mrs R and Mr R's property in January 2024 for repairs to be carried out, then returned at the beginning of February. The vehicle was collected (and returned the same day) for a minor rectification a few days later. The vehicle was then driven to P (by Mrs R and Mr R) in August 2024 for inspection, following the concerns about additional damage they'd raised with Acromas. But there's a separate case note about the vehicle being driven back and to for four consecutive days for checks.

I don't think the three specific trips were unnecessary and were part of the process of repairing the vehicle, then the subsequent rectification and inspection. The four other trips, if not part of the three specific incidences, would also appear – at least in part – to be related to checking and inspecting the vehicle (the notes refer to 'recto issue'). Given this, I think Acromas' goodwill gesture of £25 for fuel and mileage is fair and reasonable.

So, I won't be asking Acromas to take any further action.

My final decision

For the reasons set out above, my final decision is that I don't uphold Mrs R and Mr R's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs R and Mr R to accept or reject my decision before 7 May 2025.

Paul King
Ombudsman