

## **The complaint**

Mr B has complained that his car was damaged while it was being repaired by his motor insurer, Tradex Insurance Company PLC (Tradex'), after he made a claim on his policy.

Tradex is the underwriter of this policy i.e., the insurer. During the claim Mr B also dealt with other businesses who act as Tradex's agents. As Tradex has accepted it is accountable for the actions of its agents, in my decision, any reference to Tradex includes the actions of the agents.

## **What happened**

In May 2024 Mr B made a claim on his motor insurance policy after his car was vandalised whilst parked and unattended. The damage reported was to the driver's door, window and front bumper. Mr B said Tradex arranged for repairs to be done which took about four to five weeks. After he collected the car, he was inspecting it with a friend and his friend spotted small cracks in the front headlights. He said he believed this damage was caused by the repairers when they were taking the bumper on and off and tightening everything up.

Mr B reported the damage to Tradex who didn't think its repairers were responsible. Mr B complained but Tradex didn't uphold the complaint and said that if the damage had been caused by the repairers it would have been noticeable when Mr B collected the car.

Mr B brought his complaint to our service and said he wanted Tradex to repair the two damaged headlights. He said he was never provided with final finish photos by the garage after the repairs were completed nor did an engineer look at the car before Tradex rejected his complaint. He added that it was of no benefit to him to damage the headlights himself. Mr B also said that the lights were intact for the five years he had the car and only damaged after his car had been to the garage.

Tradex said that the repairers' check sheet and collection note do not show that the headlights were damaged. It added that it appears this is a common issue with this type of car which can be caused by extreme heat and that the method used by the repairers to repaint the car would not have caused this type of damage.

One of our investigators reviewed the complaint but didn't think Tradex had acted fairly. Our investigator was more persuaded that the car was damaged whilst in the repairers' care rather than later. He said from the photographs provided, it appeared that the headlights or at least the panelling around them had been removed during the repairs and that the damage may have been caused then. He also thought it was unlikely that both headlamps would be damaged at the same time without any external cause. He recommended that

Tradex repairs or replaces the headlights and pays Mr B £100 compensation for the distress and inconvenience he was caused.

Mr B agreed but Tradex didn't. It said the headlamps were not removed and that the heat used in the paint booth was not high enough to cause damage. It added that the fact that Mr B didn't notice the damaged headlights himself could mean that the damage was there longer.

Our investigator didn't change his view and as there was no resolution, the matter was 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.

Mr B has provided photographs which clearly show that both front headlights have internal cracks which is something both parties accept. What is in dispute is when this damage was sustained and what its cause was.

Mr B said that when he collected the car the garage didn't do a "walk-around" with him. The collection note includes a question about whether the repairs were explained to Mr B when he collected the car but neither "yes" nor "no" has been ticked. And as far as I am aware Tradex hasn't argued that a "walk-around" took place. In the absence of any further evidence on this point I think, on balance, no "walk-around" was done and that Mr B simply collected the car and drove away.

Tradex said that it could be that this damage was pre-existing and that Mr B didn't notice it earlier. There is conflicting evidence as to how visible the damage is. Mr B said he had to get close up to the lights to notice the damage. The repairers also said that they wouldn't have noticed the headlights as they weren't working on them. But I've also seen in Tradex's notes that when it spoke to the garage, the garage said that the damage is very clear and "can be seen". I have looked at the relevant photos and the damage is visible to the naked eye. So, though I accept one would have to be close to the lights to spot the damage, I think, on balance, if the damage was already there when the car went into the garage the garage would have pointed this out and commented on whether it was likely to be accident related or not. I say this because the repairers were working on the bumper so they would have gotten close to the headlights. Also I think the repairers would have been more likely to spot something like this due to their profession and expertise as opposed to someone who isn't an expert in this field.

Tradex said that this is a known problem with cars of this type and that it can be caused by extreme heat. It asked the garage if this could have been caused by the car going into a paint booth but the garage said that the temperature used was low and would not have caused this damage. From what I've seen, the "cracking syndrome" Tradex referred to could be caused by extreme temperature fluctuations but also mechanical stress (which Mr B referred to) as well as chemical contact including with cleaning products. These are all factors that a car is potentially exposed to whilst in a garage for repairs. Tradex also said it would consider this to be wear and tear but based on the likely causes of this type of

damage which I just mentioned as well as the timing of the damage, I think it is more likely than not, that this damage was caused while the car was being repaired.

Tradex also said that this damage could have been caused after Mr B collected the car. I have considered this argument but I think it is unlikely that both headlights would have suffered the same internal damage around the same time for no reason or simply as a result of wear and tear. As I said above, the damage appears to be only internal so it seems unlikely that it resulted from an impact with another object/car. And Mr B first reported damage to one of the headlights five days after he collected the car which I don't think is such a long gap to make someone question what could have happened in the meantime to cause the damage. If, for example, this was reported months later I would have found it more likely that something could have happened after the car was collected to have caused this damage. I'm also persuaded by Mr B's argument that this damage wasn't there for the five years he owned the car and I think the timing makes it more likely that it was sustained while it was at the garage especially as I am not aware of any other incident that may have led to this damage being sustained.

I've also borne in mind that when Mr B spoke to Tradex about his complaint he was told that if the damage wasn't there when the car was taken to the garage but appeared after, then Tradex would be responsible for it. Tradex hasn't been able to show that this damage was present when the car was taken to the garage. It said it could have been but Mr B didn't notice it, but as I said above I think it is more likely than not that the garage would have noticed this damage if it was pre-existing. The engineer's report contains photographs of the car seemingly before it was repaired which show the headlights. These photographs are not close ups so it's not possible to see whether the damage was already there. Either way, there is no evidence that shows for certain that this damage was pre-existing. So I have to decide whether this was the case on the balance of probabilities and for the reasons I gave above I don't think the damage was pre-existing.

I think this is a very finely balanced case but for the reasons above I have decided to uphold this complaint and ask Tradex to either repair or replace the damaged headlights, whichever is most cost effective as long as the repairs are done to a good standard. I also think it should pay Mr B £100 compensation for the distress and inconvenience he experienced which I think could have been avoided if certain steps had been taken including the garage doing a walk-around with him before he collected the car.

### **My final decision**

For the reasons above, I have decided to uphold this complaint. Tradex Insurance Company PLC must replace or repair the damaged headlights to acceptable industry standards and pay Mr B £100 compensation for the distress and inconvenience it caused him.

Tradex Insurance Company PLC must pay the compensation within 28 days of the date on which we tell it Mr B accepts my final decision. If it pays later than this it must also pay interest on it from the deadline date for settlement to the date of payment at 8% a year simple.

If Tradex Insurance Company PLC considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr B how much it's taken off. It should

also give Mr B a tax deduction certificate if he asks for one so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 24 June 2025.

Anastasia Serdari  
**Ombudsman**