

## **The complaint**

Mr E has complained that First Central Underwriting Limited damaged his car when it was repairing it under his motor policy following a claim for malicious damage.

## **What happened**

Mr E's car was broken into by vandals and damaged. So, he made a claim to First Central. It accepted his claim and instructed its approved repairers to repair his car.

However, Mr E received his car back with further damage. The engine was overheating, and steam was coming from the bonnet. His lower bumper was damaged with a large piece missing. All four wheels were also damaged from the wrong size wheel nuts being used. There was further damage to the rear bumper, driver's side door and boot.

Mr E's car was taken back for repairs and rectification work twice and then came back with a coolant leak and damage to the water pump. However, First Central said it wouldn't repair this as it didn't think it was caused in the incident or in the time Mr E's car was with the approved repairer. First Central did admit its communication with Mr E was poor so it paid him £300 compensation. Mr E had also complained that First Central didn't replace one of his key fobs and it said it would replace this provided Mr E produced a receipt.

Mr E remained dissatisfied, so he brought his complaint to us. The investigator thought it should be upheld. He saw that four engineers' reports from First Central all agreed this damage wasn't accident-related damage but also noted that that was never in dispute. However, he felt that the damage must have been done at the approved repairers considering the issue with the coolant leak and water pump happened as Mr E drove his car away and substantial other damage occurred at the hands of the approved repairers too. Therefore, it was too much of a coincidence not to be related.

So, the investigator thought First Central should reimburse Mr E for the cost of repairs as per the invoice he supplied with interest. Mr E was also without the use of his car during the initial repair, so Mr E should forward his receipts of train tickets for reimbursement. And lastly it should pay Mr E a further £200 in compensation.

First Central didn't agree so Mr E's complaint 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 this complaint along the same lines as the investigator. I'll now explain why.

Mr E's car was only damaged superficially in the original malicious damage incident. There is no dispute it suffered further damage in being brought to the approved repairers by the recovery truck and indeed the approved repairers themselves caused further damage too, some of which was repaired by First Central with the remaining coolant and water pump issue not being repaired or reimbursed by First Central.

Mr E's experience with First Central has been substantially poor in getting this superficial damage repaired which delayed the return of his car and caused him excessive distress and upset. The rear and the front of Mr E car was damaged either on the way to the approved repairer or by the approved repairers themselves. This is accepted by First Central as they paid for these repairs. I really don't find any merit in First Central's present contention that the damage might have been caused by Mr E driving over a speed bump presumably before the malicious damage incident. Further if First Central think it was a speed bump causing the issues, that in turn wouldn't have definitely damaged the radiator which it said ought to have been damaged as well given the water pump issue.

Mr E's clear testimony is that the coolant and water pump issue occurred as he drove away from the approved repairers. Mr E also reported that to the approved repairers and First Central at that time. Therefore, I consider it is most likely caused by the approved repairers themselves or the recovery people given they had previously damaged this car themselves to include this frontal shunt. It's clear from the evidence even produced by First Central itself that Mr E took great pride in his car which also shows me he cared for it properly. He further explained his car was recently serviced before the malicious damage incident too.

I'm afraid I'm not persuaded by any of the present evidence First Central has detailed to support it for not paying for the repair of the coolant issue and the water pump. We all know this damage wasn't incident related so repeating that doesn't add anything. It's also clear Mr E looked after his car. So, like the investigator, I consider it too much of a coincidence given the significant further damage caused to Mr E's car by the recovery people and the approved repairer. So, on the balance of probability, I think it's far more likely that this further damage - which importantly was evident as soon as Mr E drove away from the approved repairer - was caused by the approved repairer or any of the further damage done to Mr E's car by the approved repairer and/or the recovery people. First Central is responsible for the actions of those it instructed to repair Mr E's car and therefore I consider it is reasonable it now reimburses the invoice Mr E has produced for the water pump and coolant leak repair with interest.

There is also no doubt in my mind that First Central's actions and delay caused Mr E substantial distress and inconvenience. I don't consider the initial £300 compensation First Central paid him was adequate. And indeed, I don't consider it's adequate given the further water pump and coolant damage either. I agree with the investigator's view that First Central should pay a further £200 compensation making the total compensation Mr E receives to be £500. That figure is more in line with our stance on such issues as more fully detailed in our website.

And I consider First Central should refund Mr E's travel costs when he was without a courtesy car after the first initial repair. I understand Mr E will forward details of his train tickets etc. and I consider First Central should reimburse them with interest also.

## **My final decision**

So, for these reasons, it's my final decision that I uphold this complaint.

I now require First Central Underwriting Limited to do the following:

- Reimburse Mr E for the costs of the further repair detailed on the invoice he has already produced to First Central adding interest of 8% simple per year from the date Mr E paid this invoice to the date of its refund.
- Reimburse Mr E the cost of train tickets etc. which he incurred for the period he was without a car after the initial repair, adding interest of 8% simple per year from the date Mr E paid these costs to the date of its refund.
- If income tax is to be deducted from the interest, appropriate documentation should be provided to Mr E for HMRC purposes.
- Pay Mr E the further sum of £200 compensation for the distress and upset it caused him, ensuring he has been paid a total of £500 compensation overall.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 26 May 2025.

Rona Doyle  
**Ombudsman**