

The complaint

Mr M complains about First Central Underwriting Limited's repairs following a claim under his car insurance policy.

First Central has been represented by its agents during the claim. All references to First Central include its agents.

What happened

Mr M had a car insurance policy with First Central. In April 2023, his car was involved in a front-end collision with a deer (the accident) and he made a claim.

In July 2023, immediately after First Central completed repairs, Mr M reported damage to his panoramic roof curtain mechanism. He said this was not damaged prior to the accident.

Mr M chased First Central for an update on this issue and in February 2024, First Central asked Mr M to obtain an independent report to confirm the sunroof damage was accident related.

Mr M obtained a report in May 2024. In July 2024, he complained to First Central. He said the repairs to the sunroof should have been carried out under his claim. He later provided a copy of his report to First Central.

First Central issued a complaint response in September 2024. It reviewed Mr M's report and maintained the sunroof damage was not accident-related so it wouldn't be covered.

Mr M referred his complaint to the Financial Ombudsman Service. He said it was possible for the front-end collision to have caused damage to other areas of his car, including the sunroof. He said First Central didn't carry out sufficient inspections following the accident, to identify all the damage. And he said because of First Central's delay in reviewing his concerns about the sunroof, the time that passed meant it was more difficult for any independent review and report, to confirm the cause of damage. He wanted First Central to repair the sunroof damage under the original claim.

The Investigator didn't uphold Mr M's complaint. They said there was insufficient evidence to show the sunroof damage was related to the accident. So they didn't ask First Central to cover this under Mr M's claim.

Mr M didn't agree, so he asked for an Ombudsman to make a final decision.

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.

The terms of Mr M's policy cover repairs for accidental damage. But it doesn't cover wear and tear, electrical or mechanical breakdowns, breakages or failures.

It is accepted by both parties there is damage to the sunroof. But what I need to decide is whether First Central acted reasonably in concluding this damage was not caused by the accident.

I've reviewed the images of damage to Mr M's car following the accident, and before the repairs. These show damage to the car's bonnet, cracks to the front bumper and grille and to the driver's door strut. But having reviewed the images, I'm not satisfied they indicate likely damage to the panoramic roof.

I'm also conscious that Mr M's car was a 2018 model with a mileage of over 45,000 prior to the accident. So I think some wear and tear or mechanical failure would have been likely.

First Central's Engineer reviewed the images of the damage following the accident and concluded that repairs were only undertaken to the front of the vehicle and not to the sunroof. They said there was no accident damage to the roof and the damage was not possibly related to the claim. For the reasons outlined above, I consider the Engineer's conclusions to be reasonable in the circumstances.

I've also reviewed Mr M's report of May 2024. This was arranged by Mr M and carried out by a party I'll refer to as V. This states it is not possible to say if the sunroof damage was accident related. It also states it's not known what crash repairs were carried out, but I consider Mr M ought reasonably to have known the damage was to the front of the car, and repairs were carried out to this area. So I think he could've informed V of this.

V's report acknowledges the damage could be due to component failure, and I think this was more likely than not the case, for the reasons outlined above. And this isn't covered under the policy terms. The report does reference damage possibly caused by a passenger or object making direct contact, but I don't consider this is supported by the evidence I've seen.

Mr M says the collision to the front-end of his car could have reverberated through the car, causing other damage, including to the sunroof. But I don't consider this is supported sufficiently by the available evidence, including the conclusions of First Central's Engineer, Repairer, or V.

Mr V also said there was no initial Engineer inspection prior to repairs, but I don't consider this was something First Central was required to do. I can see the car and damage was checked by the repairer, and the work carried out appears to align with the damage evidenced in the pictures following the accident. So I don't consider First Central did anything wrong on this point.

Mr M also said First Central took too long to review his concerns about the sunroof damage. The notes from July 2023 suggest the repairer advised Mr M the damage was unrelated to the accident and he should seek main dealer diagnostics. The repairer emailed First Central to confirm it told Mr M his option was to have the fault diagnosed by a main dealer.

But, I accept that following this, Mr M contacted First Central directly, and it advised Mr M it was under review, and took till February 2024 to ask him to obtain an independent report. So I do think that First Central's actions may have led to Mr M thinking the sunroof damage would be addressed.

But given the lack of evidence to show the sunroof damage was accident related, I don't think it was unreasonable for First Central to request an independent report. I accept in not being clearer on what was required earlier on, it caused Mr M some loss of expectation. But for the reasons outline above, I don't consider it was responsible for the sunroof damage.

And I'm not persuaded that even if Mr M had arranged his own inspection earlier on, the outcome would have been any different. I say this because the important facts were still known to Mr M in May 2024, such as the incident details, the location of the damage, and the areas where repairs were carried out. So I'm not satisfied First Central's delay in reviewing, prevented Mr M from having the cause of damage properly inspected.

I think Mr M would reasonably have known that First Central wouldn't cover damage to the sunroof unless it was shown to be accident related. Because he'd have had to pay to have the damage inspected as part of any repairs he carried out himself, and because the report didn't show the damage was accident related, I don't consider First Central is responsible for the costs Mr M incurred in arranging the inspection.

I do have sympathy for Mr M. He's said the sunroof damage wasn't present prior to the accident. But I've explained above why I don't consider First Central acted unreasonably in concluding the damage was not accident related, and was not covered under the policy terms. And for the reasons outlined above, I won't direct First Central to do anything else.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 14 May 2025.

Monjur Alam
Ombudsman