

The complaint

Mr I complains about the response of Tesco Underwriting Limited ('Tesco') to his motor insurance claim.

As Tesco are responsible for the actions of their appointed agents, any reference to Tesco in my decision should also be interpreted as covering the actions of their appointed agents.

What happened

The background to this complaint is well known to Mr I and Tesco. Rather than repeat in detail what's known to both parties, in my decision I'll focus on providing the reasons for reaching the outcome that I have.

Mr I was unhappy and raised a complaint with Tesco about the quality of repairs carried out on his car following a claim under his motor insurance policy. Tesco said the damage would need to be logged as another claim. He was also unhappy with claim delays whilst waiting for a part to come into stock and not being notified when it was then in stock. Tesco didn't uphold the complaint and as Mr I remained unhappy, he referred the complaint to our Service for an independent review.

Our Investigator considered the complaint, but she didn't recommend that it be upheld. As the dispute remained unresolved, the complaint was referred to me for a decision. I recently sent both parties a copy of my provisional findings. As the deadline for responses has now passed, I've considered the complaint for 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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

The scope of my decision

My main considerations are:

- whether it was fair of Tesco to deem the paint issues Mr I raised to be non-accident related and instead caused by another event; and
- the service provided whilst waiting for a part to come back into stock.

In his letter to our Service dated 31 March 2025, Mr I requested compensation for inconvenience as a result of this complaint. With any complaint will come a certain amount of inconvenience and I will only consider any inconvenience that has arisen as a result of the actions of Tesco.

Responses to the provisional decision

Mr I responded to the provisional decision. He said that the decision disregarded the evidence he'd provided and that good paint work should not craze or crack following a small impact. These are not new points and don't change the decision I'd previously set out. I find no fair or reasonable reason to deviate from my previously set out findings.

The bumper damage

Both parties have had sight of photos of the disputed bumper. Tesco have said new damage has occurred and it wasn't a paint peeling issue. Therefore, they regarded it to be a new claim event rather than something covered under the previous repair warranty. On the other hand, Mr I said in his referral letter to our Service dated 16 November:

'...the paint was grazed and peeling with no sign of impact damage...it was a very poor and shoddy paint job., Any impact must have been minimal and yet the paint fell off..'

I've then carefully considered the photos, impartially, alongside the comments from both parties. On balance, I'm more persuaded by the arguments put forward by Tesco to justify treating this as a new claim event and not related to the earlier claim event or claim repair. I say this for the following main reasons:

- My working assumption is the photos both parties have seen are of Mr I's car. Tesco have said *"The images were taken by a manager attending the PH's home address on 24/04/2025..."* I note Mr I has questioned the lack of an identifying registration, but he also hasn't shown any persuasive evidence that the photos aren't of his car. On balance, I'm satisfied the images relied on by Tesco are of Mr I's car.

The photos appear to support an area of impact that is inconsistent with the paint peeling explanation provided by Mr I. There are several (what appear to be) dents, with at least one main dent where the main damage is visible and other much smaller bumps and surface scratches on the bumper. I must stress that I can only weigh up the available evidence in the absence of seeing the car for myself. But I'm reasonably satisfied that the photos support the position taken by Tesco.

Mr I has recently provided photos, dated 13 June 2024 - but these are dated around two months after the images taken by Tesco and don't sufficiently undermine the rest of the evidence and their position. I've also noted that the first record of Mr I letting Tesco know he was unhappy with the paint job was 3 April 2024 - around six months after it had been completed. But the photo dated 13 June 2024 doesn't appear to show any damage in the area that's in dispute. I'm very limited with regards to what weight I can place on the undated photos provided by Mr I from his garage.

- Tesco have relied on two experts (engineer and garage) whilst reaching their position and I find that to be fair. Mr I has referred to the opinion of two other garages that he says supports his poor workmanship (painting) explanation. But no sufficiently persuasive supporting evidence has been provided to undermine the explanation that there was another impact to the rear of Mr I's car at some point after the first paint repair had been completed.
- In a call note detailing a call between Mr I and Tesco dated 19 June 2024, it's

recorded: *'Appears PHV has been involved in a second impact to rear of PHV but PH was not aware of this...PH feels this could have been when PHV parked and was not aware...'*. I find this to be a plausible explanation and one that Mr I was open to.

- I have considered what Mr I has told us about his own career and knowledge of cars, but again this doesn't sufficiently undermine the rest of the evidence, primarily the photos showing the damage.

On balance, I'm satisfied that Tesco's view that another, further impact occurred *after* the first paint repair (likely unknown to Mr I), causing the damage in question is fair. I'm more persuaded by this explanation than the alternative – the initial paint repair was poor to the extent that it is responsible for the further damage being claimed for. Therefore, Tesco can fairly treat it as a new claim if Mr I wants the damage repaired.

The service provided

Mr I was also unhappy with the service provided – primarily whilst waiting on a part. Whilst I'm satisfied that some of the delays were unavoidable – as Tesco were of the opinion that removing the bumper to fit the part could mean it couldn't be refitted. They felt that the bumper needed repairing as a new claim, whereas Mr I disputed this. But I've also carefully considered the events prior to the part coming into stock. It appears that the part was placed on order around November 2023 with delivery expected a few months later. As our Investigator has already explained, supply chain delays are beyond the control of Tesco.

Mr I says the part was available in early January 2024. In his letter to our Service dated 16 November 2024, Mr I has questioned why Tesco didn't offer to fit the part, with him paying for the repaint. But this would undermine Mr I's view that the paint damage was a result of an inadequate earlier repair. Tesco have explained in an email from the garage dated 24 April 2024, that there was a potential issue with getting the bumper back on if removed due to the other damage referenced. Given the issues surrounding a potential second claim and the importance of having the part fitted (for safety reasons), it was fair that Mr I was indemnified for the costs of him having another garage fit the part in question.

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 I to accept or reject my decision before 26 May 2025.

Daniel O'Shea
Ombudsman