

The complaint

Mr B complains that Tesco Underwriting Limited (“Tesco”) mishandled his claim on a motor insurance policy.

What happened

The subject matter of the insurance, the claim and the complaint is a hatchback car, first registered in 2012.

Mr B acquired the car in about 2019.

For the year from early July 2024, Mr B insured the car on a comprehensive policy with Tesco.

Unfortunately, Mr B reported that on 3 December 2024, an accident had damaged the front nearside of the car.

Tesco arranged repair. Much of the complaint is about acts, omissions and communications of the repairer on behalf of Tesco. Insofar as I hold it responsible for them, I may refer to them as acts, omissions and communications of Tesco.

The repairer had the car from about 6 December 2024 for about six weeks before it told Mr B the repair was complete on about 16 January 2024.

On about 22 January 2025, Mr B complained to Tesco that the car’s battery was faulty.

By a final response dated 4 February 2025, Tesco turned down the complaint, saying the following:

“The repairer has reviewed the complaint provided and confirmed they do not believe the issue to be related to the incident nor repairs undertaken. They have confirmed given the issue is when starting the vehicle this may be related to the battery however no work has been completed to this area. This has been further confirmed in a conversation with one of our internal engineers that this issue is likely unrelated to the impact.”

By about 12 February 2025, Mr B had complained to Tesco about wheel alignment.

In mid-March 2025, Mr B brought to us the complaint about the battery. He asked us to direct Tesco to pay for a new battery and £250.00 compensation.

Our investigator didn’t recommend that the complaint should be upheld. She didn’t think that the battery issue was caused by the accident, or the repair work. So she didn’t think that Tesco had acted unfairly.

Mr B disagreed with the investigator’s opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- There was no issue with the battery before the accident. So only the accident could've caused the issue.
- The repairer recharged the battery.
- The repairer returned the car with the battery in worse condition.
- The repairer incorrectly told him it hadn't worked on the battery.
- He had the battery tested and it was found to be damaged. He had it replaced. He has provided us with the receipt.

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 shown us an invoice for the purchase of a car battery dated mid-June 2023. So I accept that he had the car's battery replaced at around that time.

I also accept that Mr B hadn't noticed any issue with that battery before the accident in December 2024.

I also accept that the repairer needed to jump-start the car and tried to re-charge the battery. So I don't condone the final response that the repairer had completed no work to the area of the battery.

I have no reason to doubt Mr B's statement that there were multiple occasions when the car wouldn't start causing him inconvenience and embarrassment.

Mr B has also shown us a handwritten invoice dated March 2025 for a (free) battery check and a battery replacement.

However, Tesco's final response had included the following:

"...you may wish to attend an approved dealer and provide a further diagnostic at your own cost. If this returns as related, [we] will cover the cost of this diagnostic and look into rectification work however if this returns as not related, [we] will not cover the cost of this diagnostic."

Yet the March 2025 invoice doesn't give enough detail to show why the battery had failed and needed replacement. In other words it wasn't diagnostic.

I consider that Mr B has fallen short of showing that the battery failed because of damage in the accident or neglect by the repairer.

So I don't find that it would be fair and reasonable to direct Tesco to reimburse Mr B for the replacement battery or to compensate him for the inconvenience and distress the faulty battery caused. I don't find it fair and reasonable to direct Tesco to do any more in response to this complaint.

My final decision

For the reasons I've explained, my final decision is that I don't uphold this complaint. I don't direct Tesco Underwriting Limited to do any more in response to this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 9 October 2025.

Christopher Gilbert
Ombudsman