

The complaint

Miss D complains that First Central Underwriting Limited (“First Central”) mishandled her claim on a motor insurance policy.

What happened

The subject matter of the insurance, the claim and the complaint is a car made by a premium-brand car-maker with a diesel engine and first registered in 2012.

Miss D acquired the car not later than June 2023, the date of its most recent V5 registration document. She applied a cherished number plate.

For the year from June 2024, Miss D had the car insured on a comprehensive policy with First Central.

Unfortunately, Miss D reported to First Central that on 31 August 2024, an accident had damaged the front of the car. At that time, the car had a recorded mileage of about 102,000.

First Central instructed a repairer. It provided a courtesy car.

On 9 September 2024, Miss D went to the repairer to drop off the courtesy car. The repairer told Miss D that First Central had decided that her car was a total loss.

First Central sent the car to its salvage agent.

First Central told Miss D that the pre-accident valuation of the car was £6,440.00. It mentioned the option of Miss D keeping the damaged car in return for a salvage deduction.

On 16 September 2024, Miss D paid to be a named driver on another vehicle.

On 26 September 2024, First Central told Miss D it wouldn't increase its valuation.

On 12 October 2024, Miss D said she wanted to keep the damaged car. First Central said its salvage agent would return the car.

On 21 October 2024, the salvage agent returned the car, without its front bumper.

Miss D complained to First Central, including that it hadn't returned the bumper.

By a final response dated 11 December 2024, First Central turned down the complaint, but offered Miss D £100.00 as a gesture of goodwill. The final response told Miss D of her right to bring her complaint to us.

Miss D brought her complaint to us in mid-December 2024.

In February 2025, Miss D received an invoice for the repair of the car.

Our investigator recommended in late April 2025 that the complaint should be upheld in part. He thought that the bumper would've had to be replaced. He thought that there had been salvageable parts attached to the bumper. He recommended that First Central should:

- *“pay Miss [D] £110.00 for the fog lights and BMW badge she had to pay for separately as this wasn't returned to her due to the missing bumper. This figure should include 8% interest from the date she made the payment on 20 February 2025 to the date the payment is raised.*
- *pay Miss [D] an additional £100 compensation”.*

First Central provided further information and questioned our jurisdiction. Our investigator issued a changed view. He said that we could consider the complaint about the missing bumper.

Our investigator didn't recommend in late May 2025 that the complaint should be upheld. He thought that the repairer likely removed the bumper when the repairer wasn't acting on behalf of First Central, so its offer for £100.00 compensation was fair and reasonable.

Miss D disagreed with the investigator's changed opinion. She asked for an ombudsman to review the complaint. She says, in summary, that:

- First Central told her to bring the car to that garage.
- The car was in the 'possession' of the insurance company at the time of the bumper being taken off in the sense that she had not been paid out for it.
- The garage were only providing an alternative quote based on the cost of parts from eBay etc, they were not instructed to start taking apart the car nor does she believe they had any right to touch the car once it had been written off.
- The fact that she was more than able to salvage parts of the bumper impacted her decision when weighing up whether or not to buy the car back.
- The garage (instructed by the insurance company) have been proven to have lied about taking the bumper off the car, further proven to have lied about when they took it off (post write off) and lied about the damage to the splitter (I have provided proof of all three of these claims).
- £100.00 does not cover the headlights/foglights/badge/clips/splitter etc
- At the very least, she wants the amount to cover the stolen parts and an apology.

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.

I accept that First Central instructed the repairer and Miss D wouldn't otherwise have dealt with that repairer.

I also accept that Miss D saw the bumper on the car on 9 September 2024. I accept that Miss D and the repairer had a conversation about doing a repair using second-hand parts.

Later First Central and Miss D agreed that she would pay, or suffer a deduction, to keep the damaged car. So she was disappointed to receive it without its front bumper. I accept that she wanted to salvage parts from the bumper.

The repairer denied that it had removed the bumper. But First Central's salvage agent provided photographic evidence that it received the damaged car without the bumper.

However, I don't find First Central responsible for everything that the repairer said or did.

I don't accept that First Central was responsible for the repairer's incorrect statement implicating the salvage agent.

The car remained Miss D's property until First Central settled her claim (and allowed her to buy back the car).

For me, the key question is whether First Central was responsible for the removal of the bumper (rather than whether it was in possession of the car).

I find that, by 9 September 2024, First Central had done a visual inspection and decided the car was a total loss. And, having decided it was a total loss, First Central would expect the damaged car to go to its salvage agent.

First Central would not instruct the repairer to do any more on its behalf – or to take parts off the damaged car.

I find it likely that the repairer removed the damaged bumper in the course of preparing an estimate for Miss D. And the repairer didn't or couldn't put the bumper back on before the car went to the salvage agent.

So I don't hold First Central responsible for the removal or disposal of the bumper. And I don't find it fair and reasonable to direct First Central to compensate Miss D for the missing bumper and attachments.

I'm satisfied that First Central's offer of £100.00 was a gesture of goodwill. I don't find it fair and reasonable to direct First Central to apologise to Miss D or to pay her any compensation for financial loss or for distress and inconvenience.

My final decision

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

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss D to accept or reject my decision before 25 August 2025.

Christopher Gilbert
Ombudsman