

## **The complaint**

Miss S complains about the way First Central Underwriting Limited ('First Central') handled a claim she made under her motor insurance policy.

## **What happened**

Miss S held a motor insurance policy underwritten by First Central. She contacted them in January 2023 following an accident to make a claim. First Central accepted the claim and the damages were authorised in March 2023. The repairers returned the vehicle to Miss S in June 2023; but she raised concerns shortly after collection, saying the work was incomplete, the wrong parts had been fitted, and the car was unsafe to drive. Miss S said that the vehicle was making loud noises and pulling to the left, and the interior was stained. She also said the wing mirror hadn't been repaired properly.

First Central agreed to a further inspection in early-September 2023 – but while the inspection report confirmed there were rectification issues to address – it didn't identify any faults with the steering or wing mirror. Miss S disputed this and queried why certain aspects of the repairs had been carried out and said other issues were still present.

She also said that her vehicle's warranty had expired, and she was looking to sell her vehicle – but couldn't, due to the outstanding issues. She said two dealers had declined to offer a value for her vehicle due to issues with mismatched wheels, interior staining, paint defects, and unresolved structural damage.

First Central eventually began rectification works in March 2024 – and the works were completed in July 2024. During this time, Miss S raised complaints with First Central over their handling of her claim. First Central provided a response and said they arranged for the vehicle to go to an alternative repair or, and a hire vehicle was provided for the duration of the remedial repairs.

First Central said they rectified the work that was deemed to be either poor repairs by the first repair, or part of the initial accident, however there were some repairs had not been agreed - for example the rear differential had been deemed by the manufacturer as a standard wear and tear issue. They said that as a token of apology they had covered the cost of four new tyres on the vehicle.

Miss S remained unhappy with how First Central handled her claim and complaint, so she brought it to this Service where an investigator looked at what had happened. The Investigator didn't think First Central needed to do anything more to resolve the complaint. He said the post-repair inspection by an engineer in September 2023 made no mention of issues with the wing mirror and he was persuaded that this issue was more likely than not to have been caused by a second accident on 17 September 2023. He also thought First Central weren't responsible for the cost of respraying Miss S' vehicle. The Investigator concluded that the cost of replacing four tyres on the vehicle exceeded the likely compensation this Service would award – so he didn't think First Central needed to do anything further.

Miss S disagreed with the Investigator. She said she had questioned the wing mirror repairs during the engineer's visit and had signed the collection note before she was given the keys to her vehicle when she picked it up. She said the second accident that occurred on 17 September had not damaged the wing mirror and the damage was to the front bonnet and carbon splitter. And she said the full respray was to account for the damage to the paintwork that was caused by the first repairers. She maintained that the issues with the wheels and interior staining left the vehicle in an unsaleable condition.

Miss S asked for an Ombudsman to consider the complaint – so, it's 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've reached the same overall outcome as the Investigator, and I do not uphold this complaint.

I should first set out that I acknowledge I've summarised Miss S' complaint in a lot less detail than she has submitted it. No discourtesy is intended by this - it simply reflects the informal nature of this Service. This means I only intend to comment on the points of the complaint that I consider to be relevant in order to reach a fair and reasonable conclusion overall. However, I want to assure Miss S that I have read and considered everything she's provided.

The main points of this complaint relate to the delays in getting the works completed, the issues Miss S says were present after the first repairer finished the repairs, as well as the consequential losses Miss S says she experienced as a result. I'll address each in turn below for ease of reference.

#### Wing mirror

Miss S maintains that she flagged the wing mirror issue following the inspection in September 2023. However, the contemporaneous inspection report makes no mention of this issue, and the vehicle was signed off as repaired when collected in June 2023. I appreciate Miss S' concerns over this – she says this demonstrates the deceptive nature of the repairers. In situations like this, where the evidence may be incomplete or contradictory, I'll need to make my decision on the balance of probabilities. That is, what I think is more likely than not to have happened, given the evidence which is available and the wider circumstances of the complaint. I also need to think about what I consider to be a fair and reasonable outcome overall – in line with DISP 3.6.1.

On balance, I find it more likely than not that the wing mirror was not defective as a result of the accident repairs. Given the nature of the damage, and the absence of any earlier recorded defect. Ultimately, without clear independent evidence to the contrary, I can't reasonably say this was First Central's responsibility to put right.

#### Respray

Miss S says a full respray was carried out in order to address poor paintwork and blending from the original repairs. But while the evidence shows that some of the paint work needed rectification, I think that a full respray goes beyond accident-related repairs and likely included cosmetic blending to unaffected panels. The total cost of the respray of £3,600 exceeds what would reasonably be required to return the car to its pre accident condition.

And so, it follows I don't find that First Central is responsible for funding cosmetic or non-accident-related improvements.

#### Steering and rear differential concerns

in relation to Miss S' concerns over the rear differential and steering issues, Miss S relies on a report to support her concerns about these issues. In response, First Central's evidence from a main dealer attributes these issues to wear and tear. Additionally, the September 2023 engineer's report also found no faults. Again, I must make my finding on the balance of probabilities, as well as weighing up the available evidence and deciding which I find to be more persuasive. Overall, I think First Central's evidence is more persuasive, and I do not consider these issues to be linked to either the initial accident or the subsequent repairs.

#### Unsaleable condition and depreciation

I appreciate this is one of Miss S' main complaint points. She says she was unable to sell her vehicle due to its condition following the accident repairs. She's provided two emails which outline why the dealers were unable to provide a price to either purchase or part exchange her vehicle. While I accept that the staining was caused by the repairer and this was included in the reasons why the vehicle could not be purchased, I note that the December 2023 dealer e-mail refers to unresolved structural damage alongside other issues. And this was after the second accident in September 2023, which I understand caused front end damage. I find it more likely than not that the vehicle's condition at that point was due in part to the second accident. And as any loss of sale value cannot be fairly separated between the two incidents, it would not be fair or reasonable to require First Central to cover this as a consequential loss.

#### Delays and claim handling

I want to start by acknowledging that I do recognise First Central cause delays during the life of this claim. I've carefully considered Miss S' comments and submissions around this, in which she says that claims and repairs should be handled within a reasonable time frame.

That being said, my role is to consider the impact those delays caused and to decide whether the remedy First Central has applied is appropriate to recognise and conclude those failings. Usually, this would mean awarding a sum of compensation. However, it's important to note that this Service doesn't punish or fine a business. A compensation award is intended to reflect the impact a business's actions had on their customer.

First Central says they replaced four tyres in July 2024, saying they were bald and unsafe, and not part of any accident damage. Whilst I note and appreciate Miss S' concerns over this aspect of the complaint - the fact remains that replacement of all four tyres was provided at no cost to her. And the value of this work - a little over £1,000 - exceeds the level of compensation that I would usually award for the distress and inconvenience caused in cases of delay and service failings.

As such, I think this is a reasonable and proportionate way to conclude the complaint in the circumstances. And this is more than I would have directed First Central to raise – due to my findings that the damage was, on balance, not caused by an insured event and Miss S can't demonstrate that her losses were solely due to First Central's actions.

#### **Conclusion**

I recognise my findings will be disappointing for Miss S, particularly given the length of time the claim took to resolve. Once again, I acknowledge that this claim has been far from

straightforward and I have no doubt she experienced inconvenience over and above what would be expected in a normal claim process. However, my role is to consider how to put things right; and in assessing what is fair and reasonable overall, I must take account of the fact that First Central replaced all four tyres at no cost to Miss S.

In my view, this exceeds the level of compensation this Service would usually award for the demonstrated distress and inconvenience caused due to their delays. It follows that I won't be asking First Central to pay anything more than they have already.

### **My final decision**

For the reasons I've given above, my final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss S to accept or reject my decision before 10 September 2025.

Stephen Howard  
**Ombudsman**