

## **The complaint**

Mr B and Miss W complain about the repairs INTACT INSURANCE UK LIMITED (Intact) carried out on their vehicle following their motor insurance claim.

This complaint has been bought by both Mr B and Miss W, but as Miss W is the policyholder, and for ease, I've referred to her throughout.

## **What happened**

The circumstances of this complaint will be well known to both parties and so I've summarised events.

In February 2024 Miss W was unfortunately involved in an accident and so reported a claim under her motor insurance policy. Intact arranged for her vehicle to be repaired by one of its recommended repairers. In August 2024 Miss W's vehicle was returned but she noticed some corrosion on her vehicle and a warning light on the dashboard. Her vehicle was taken back to the repairer. Miss W raised a complaint about the way the repairs to her vehicle had been handled.

On 14 January 2025 Intact issued Miss W with a final response to her complaint. It said:

- Her vehicle was returned with issues to the handbrake, rear brakes and coil spring which should have been identified before her vehicle was returned.
- Its repairer's communication and handling of the repairs was poor.
- It took longer than it should have done to resolve the issue but it had arranged for an independent inspection to be carried out to ensure the rectification repairs were carried out to an acceptable standard.
- As Miss W was unable to use her voucher for a free MOT and service it would cover the cost of this.
- The independent engineer didn't think the corrosion to the brake discs was related to the vehicle being stood for some time before repairs and so it didn't agree to cover the cost of this.
- It was paying Miss W £1,000 compensation for the distress and inconvenience she had suffered.

Miss W didn't think this was reasonable and so referred her complaint to this Service. In the meantime, she made Intact aware there were further outstanding issues on the vehicle including mould inside the vehicle and an issue with an interior light. She raised a further complaint with Intact.

On 17 March 2025 intact issued Miss W with a further final response to her complaint. It said:

- The service it had provided wasn't of the standard expected and its communication regarding the further repair issues had been poor.
- The corrosion on Miss W's vehicle was wear and tear and not as a result of the vehicle being stood.
- Its claim team were speaking with the repairer so arrangements could be made to address the interior light and mould issue.
- It paid Miss W £400 compensation for the distress and inconvenience she had suffered.

Our investigator looked into things. She said:

- She didn't think the corrosion on the brake discs could be considered normal wear and tear and so Intact should cover the cost to have them replaced.
- Miss W should be given the opportunity to obtain quotes to repair the interior light and provide this to Intact for authorisation before having the repairs completed.
- Intact had paid Miss W to have the mould removed from her vehicle, but if she has this carried out and it is more expensive than the amount Intact have paid, Intact should pay her the difference.
- Intact should cover any reasonable transport costs Miss W incurred between January 2025 and March 2025 when she was without a courtesy vehicle.
- The compensation Intact had paid for distress and inconvenience was reasonable in the circumstances.

Intact said it would agree to cover the cost of the brake discs if it could be shown it related to the accident or repair process. It said it would consider the costs of travel if Miss W could evidence these costs.

Miss W didn't agree with our investigator's view. She provided a detailed response but in summary she said:

- There were other areas of corrosion on the vehicle which haven't been considered.
- She doesn't think the full extent of repairs required to place the vehicle back to its pre-accident condition had been shown.
- She had raised a complaint about the conduct of the independent engineers.
- Intact should pay her the amount it would have paid for a hire vehicle during the period she was without use of her vehicle.
- She didn't think the compensation was reasonable.

As Miss W didn't agree with our investigator the complaint has 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.

I want to acknowledge I've summarised Miss W's complaint in less detail than she's presented it. I've not commented on every point she has raised. Instead, I've focussed on what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Miss W and Intact I've read and considered everything that's been provided.

I also want to be clear about what I've considered as part of this decision. I've considered the events which have occurred prior to Intact's final response of 17 March 2025. I've taken into consideration the events which have occurred since this date in relation to the mould in the vehicle and interior light as these issues were raised prior to Intact issuing its final response.

I'm aware since Intact's final response of 17 March 2025, Miss W has experienced new issues with her vehicle. As these are new issues I won't be commenting on them as part of this decision. Miss W would need to raise this as a separate complaint with Intact. I've addressed the key points separately.

#### Repairs to Miss W's vehicle

I'm aware some of the repair issues Miss W has raised since receiving her vehicle from Intact's repairer have been resolved and so I've focussed my decision on the outstanding issues.

I'm also aware Miss W doesn't believe it's been shown her vehicle has been returned to a pre-accident condition, and the full extent of potential repair issues hasn't yet been determined. However, I can only comment on the specific repair issues Miss W has raised with Intact. If Miss W has evidence there is further damage or issues with her vehicle related to the accident or repair, she should provide this to Intact for review. Miss W has also made this Service aware Intact are looking to carry out a full inspection on her vehicle.

#### *Brake discs*

Miss W has said due to her vehicle sitting at the repairers for an extended period the brake discs have become corroded and required replacement. Intact doesn't believe this is what has caused the corrosion on the brake discs, and it has been caused by wear and tear.

Whilst the independent engineer didn't comment on the condition of the brake discs in his inspection, I can see Intact contacted them, providing photographs and asking whether they believed this was caused by the vehicle sitting idle. They said the scoring or worn brake discs wouldn't be as a result of the vehicle being sat.

The engineer who carried out the MOT on Miss W's vehicle in January 2025 has said in their opinion the front brake discs are badly corroded and pitted due to the car sitting about unused for a prolonged period of time. The invoice Miss W has provided following the brake disc replacement also says the front brake discs have rusted due to being exposed to the weather for a long period of time.

Based on the evidence provided I'm more persuaded the brake discs have been corroded due to the vehicle being sat idle whilst with Intact's repairer. The photographs of Miss W's vehicle prior to repair don't show any signs of corrosion to the brake discs and two separate engineers have said this was caused by the vehicle being sat unused for a prolonged period. So, I think it's reasonable for Intact to reimburse Miss W the cost she has paid to have the brake discs replaced.

### *Mould in the vehicle*

Intact have accepted responsibility for the mould in Miss W's vehicle and in May 2025 paid Miss W an amount so she could have this professionally cleaned. Intact have said if Miss W provides evidence of the cost to resolve this issue exceeds the amount it has paid then it will pay the additional amount due. I think this is reasonable in the circumstances as it allows Miss W to have the issue resolved.

### *Interior light*

Intact have said it hasn't taken responsibility for the interior light not working in Miss W's vehicle as it hasn't been able to review whether it was caused by the accident or repair. I can see there have been discussions between Intact and Miss W around arranging an inspection with the repairer or independent engineer or Miss W providing photographs for review but this hasn't yet been resolved.

As the interior light hasn't been reviewed by an engineer, I'm unable to conclude whether this is the responsibility of Intact to put right. So, I think it's reasonable for Intact to arrange an inspection either by its repairer or independent engineer as it has previously said it would, so it can be determined whether the interior light has been damaged during the accident or repair. Or if Miss W prefers, she should take the vehicle to her own repairer to have the light reviewed and then provide this to Intact to consider.

### *Corrosion on Miss W's vehicle*

Miss W has said there are other areas of corrosion on her vehicle which she thinks has been caused by her vehicle being sat idle at the repairer. Intact have said it believes this is wear and tear and so not its responsibility to put right.

I can see Intact emailed its independent engineer in January 2025 to ask about worn suspension arms noted on Miss W's MOT. The engineer has said it would not be as a result of the vehicle being sat over time. When Miss W emailed her own repairer asking for its comments on the suspension and brake discs, they only commented on the brake discs being corroded due to the vehicle being sat, not the suspension arms.

I've not seen persuasive evidence the other areas of corrosion Miss W has raised is related to the repairs carried out or due to the vehicle being sat idle. The available evidence suggests this has been caused by wear and tear. So, I don't consider this to be the responsibility of Intact to resolve.

### Courtesy Car

Miss W has said she was without a courtesy car from January 2025 for a number of weeks until Intact provided her with one. Intact has said it will consider the costs Miss W incurred for travel during this period if she provides it with evidence of these costs.

Miss W has said she doesn't think this is reasonable as she would have hired a vehicle if she could have afforded to do so. She thinks Intact should pay her the amount it would have paid for a hire vehicle during this period. I don't think it's reasonable to require Intact to pay Miss W for costs she hasn't incurred. I think it's reasonable Intact reimburse Miss W additional costs she has incurred for travel during this period provided Miss W can provide evidence of these costs. I've taken into consideration the distress and inconvenience Miss W experienced during this period later in this decision.

Miss W has also said she was without a courtesy vehicle from May 2025 due to the mould in

the vehicle and the corrosion to the brake discs. Intact paid Miss W to have the mould issue resolved prior to her having to return her courtesy car and so I'm satisfied she could have had this resolved and would no longer mean she was unable to drive the vehicle.

I've considered whether the corrosion of the brake discs have meant Miss W was unable to drive her vehicle. I can see Miss W's vehicle passed an MOT in January 2025 and so I don't think it was undriveable due to the brake discs at this stage. I've not seen persuasive evidence the vehicle was later unsafe to drive due to the brake discs. And I'm aware Miss W broke down in August 2025 whilst driving the vehicle and it has covered a reasonable amount of mileage since it's MOT, which suggests Miss W felt safe to drive it. So, I don't think it was necessary for Intact to arrange a courtesy car beyond May 2025 due to the brake discs, mould or interior light.

### Claim handling

Intact have acknowledged it hasn't handled Miss W's claim as it should have done. It has said it shouldn't have returned Miss W's vehicle with outstanding repair issues and it has taken longer than it should have done to resolve this. It has also said it didn't communicate with Miss W as it should have done. It has paid a total of £1,400 compensation for the distress and inconvenience it has caused, so I've considered whether this is reasonable to acknowledge the impact to Miss W and Mr B.

Miss W and Mr B have taken the time to share how Intact's handling of the claim has impacted them and their health which I've taken into consideration. I'm satisfied they've experienced considerable distress due to the way Intact have handled the repairs to Miss W's vehicle. The vehicle was returned with outstanding damage and they've spent unnecessary time speaking with Intact and other repairers in order to resolve these issues. They were also without a courtesy vehicle for a number of weeks which has caused additional distress and inconvenience.

Taking everything into consideration I think the £1,400 compensation Intact have paid is reasonable to acknowledge the distress and inconvenience caused to Miss W and Mr B. Compensation of this amount is reasonable in circumstances where a business's errors have caused substantial impact over a prolonged period of time which I think is the case here. Therefore, I don't require Intact to pay any additional compensation.

Miss W has said the compensation Intact have paid doesn't take into consideration money lost due to spending time corresponding with it rather than picking up additional hours at work. It also doesn't take into consideration the potential loss of value of the vehicle which she was intending to sell. I don't require Intact to compensate Miss W for these costs as they aren't losses that have been demonstrated or materialised at this stage.

### **My final decision**

For the reasons I've outlined above I uphold Miss W and Mr B's complaint about INTACT INSURANCE UK LIMITED. I require it to:

- Reimburse Miss W and Mr B the costs they incurred to replace the brake discs.
- Pay Miss W and Mr B reasonable additional costs they can evidence have been incurred removing the mould from their vehicle, above what it has already paid them.
- Inspect the damage to the interior light or allow Miss W and Mr B to have the interior light inspected by their own repairer.

- Pay Miss W and Mr B reasonable additional travel costs they are able to evidence they incurred between January 2025 and March 2025 when they were without a courtesy vehicle.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B and Miss W to accept or reject my decision before 3 October 2025.

Andrew Clarke  
**Ombudsman**