

## **The complaint**

Mr F complained that Tesco Underwriting Limited (“Tesco”) delayed the repairs to his car, provided a poor standard of service, and returned his car with additional damage, following a claim he made under his motor insurance policy.

## **What happened**

Mr F’s car was stolen on 20 January 2025. It was recovered by the police the same day. Mr F contacted Tesco to make a claim as his car had been damaged. It arranged for one of its approved garages to carry out the repairs. Mr F said there were long delays in the repairs being completed, with little communication. He said he had to drive a long way to the main dealer (“MD”) to provide his V5 logbook and driving licence. He didn’t think this should have been necessary.

Mr F described damage caused to the paintwork of his car whilst it was in Tesco’s care. He also described being without his car for around nine months due to the repair delays. Mr F explained that this had a detrimental impact on his mental health. As he was dissatisfied with the handling of his claim Mr F complained.

In its final complaint response Tesco explained that supply issues affecting the car industry caused the delays Mr F experienced. It said there was no evidence of damage caused by its repairer. And it explained it was the MD’s process that required authorisation for Mr F’s car to be released. It didn’t think it, or its repairer had done anything wrong, so it didn’t propose any action to remedy the concerns Mr F had raised.

Mr F didn’t think Tesco had treated him fairly and referred the matter to our service. Our investigator upheld his complaint in part. He didn’t think the delays were Tesco’s fault, but he did think it could have communicated better with Mr F. Because it hadn’t he said it caused him some distress and frustration. Our investigator recommended that Tesco paid him £150 compensation. But he didn’t think there was evidence of damage caused by the business. So, he didn’t ask it to do more than this.

Mr F didn’t accept our investigator’s findings. He maintained that damage was caused to the paintwork and the windscreen of his car. So, he asked an ombudsman to consider his complaint.

It 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.

Having done so I’m upholding Mr F’s complaint but only partially. I’m sorry to disappoint him. But I’ll explain why I think my decision is fair.

We expect Tesco to carry out repairs effectively and to avoid unnecessary delays. I’ve

focused on whether it achieved this here.

Mr F said his car was taken to Tesco's appointed garage on 14 February 2025. But it wasn't returned to him until nine months later.

For clarity, the Financial Conduct Authority's ("FCA") dispute resolution or DISP rules determine how our service operates. The rules require that any complaint issues must first be raised with the business in question. If it doesn't respond, or takes longer than eight weeks to respond, we can then become involved. What this means is that my decision can only consider up to the date of Tesco's final complaint response. Its final response was dated 12 September 2025. So, I can't consider beyond this date in my decision, which is a period of around seven months. Mr F will need to raise a separate complaint for anything that happened after this time.

The claim records Tesco provided from 1 April 2025 document a call it received from Mr F. He was concerned its garage had told him parts were on order, but they would not be available until September. I can understand Mr F's concern about waiting this length of time.

From the claim records Mr F's car had to be sent to a main dealer so that new keys could be provided and coded to the vehicle. This didn't happen for several months. It wasn't clear to me if Mr F's car was still driveable after the theft. The engineer's notes refer to the car's fuel tank being empty. This was thought to be the reason it was abandoned. But given there was such a long wait time for parts on order I asked Tesco if the option was given for new keys to be coded and for Mr F to retain the use of his car until the parts were obtained.

Tesco responded to say that the thieves had damaged the car's electrics. This meant a new 'wiring loom' was required. It confirmed the car was not driveable until this part had been installed back into the car. So, it wasn't possible for Mr F to retain car. I can see he was provided with a hire car in line with his policy terms. So he wasn't without transport. The hire car wasn't a like-for-like replacement as Mr F has pointed out. But there is no requirement for his policy to provide this.

I asked Tesco if it considered other options given the considerable delay in obtaining the parts necessary for the repairs. For example, sourcing reconditioned parts or treating the car as a total loss. It explained that the matter was referred to a specific team that monitors and chases-up parts that are on 'back-order'. The business said its team aims to pursue orders where there are delays to explore possible alternatives. From its response, there was no alternative other than waiting for the parts that were already on order. It explained that the cost of the repairs was well below 50% of the car's value, so it would not consider paying a total loss settlement.

I've checked the costings and engineer report. This supports what Tesco said about treating the car as a total loss. It does appear from what I've read that the business was actively managing the delayed order. But there was no other reasonable option than to wait for the parts to arrive.

I've thought about Mr F's concern that when he visited the MD, he found his car was in a poor condition. He said there were tape marks along with dirt and scratches around his car. I acknowledge Mr F's comments that his car is his 'pride and joy'. And I can understand why he was distressed when he saw his car in the condition it was in at the MD garage. However, the repairs hadn't been completed at this point. Tesco's garage explained that once repairs were completed the vehicle would go through a quality check. So, although I understand Mr F's concerns, any issue with the condition of the car ought reasonably to have been considered at the point when the repairs were complete.

That said Mr F believes the paintwork of his car was damaged whilst under Tesco's care. He has sent photos showing marks on the paintwork. I've examined these closely. It's difficult to ascertain where they are on the car given the images are taken from close in. But I have considered these marks against the check-in sheet Tesco's garage completed when it received Mr F's car. The document highlights numerous chips and scratches on all sides of the car. Small stone chips were also noted on the windscreen. One of the photos included with this document shows a damaged number plate housing. This is annotated to say, "*this is the only cosmetic damage identified by the PH when he came to site*". 'PH' is a reference to Mr F as the policyholder.

I acknowledge Mr F feels strongly that additional marks and scratches were made when his car was under Tesco's care. But from the records I've seen he visited the repairer's garage to check the condition of his car. The records indicate that the only cosmetic damage he identified, that was claim related, was a cracked number plate housing.

In its complaint response Tesco said that no scratches were evident on the windscreen. This was despite Mr F's assertion that there were several new scratches caused by a defective wiper blade. It maintained that all other scratches and defects were long standing issues that were present when the car was received. Additionally, the business explained that its supplier had provided branded number plates. It said this would be the case whatever the supplier.

Based on this evidence I'm not persuaded that Tesco is responsible for causing additional damage to Mr F's car. Or that it used incorrect components in the repairs.

I've thought about Mr F's comments that he had to drive to the MD garage to provide documents. This was particularly inconvenient as this garage was some distance from his home.

From the claim records Tesco's repairer had followed the correct process when the car was recovered to the MD with instructions to code the new keys. Its repairer maintained it had done everything correctly. It said it followed the establish process. And it was the MD that had insisted on the additional information and authorisation that Mr F complained about.

From what I've read I don't think Tesco's repairer was to blame for the information requirements the MD insisted on. I understand that when new keys are coded the MD must be sure the instruction is from an authorised person. But the notes indicate the expected process was followed here. If there were additional requirements that only Mr F could satisfy for the MD, then this isn't something Tesco is reasonably responsible for.

In his complaint Mr F has said that he felt discriminated against by Tesco. This relates to the repair standards, and the handling of his claim. Discrimination is a serious issue and I've considered carefully whether there is evidence of this happening here.

Discrimination is defined under the Equality Act 2010 with regards to specific protected characteristics. But I can't see that Mr F was discriminated against with respect to a protected characteristic. I understand that his car is very important to him, and that he felt let down by the delays and with the handling of his claim. But I have no evidence to show that Tesco, or the garage acting on its behalf, acted in a discriminatory manner.

I've read the claim records carefully. I'm satisfied that this shows Tesco did provide updates to Mr F. However, there were some gaps in-between contacts in February and March 2025. It's apparent that Mr F called Tesco several times in relation to the MD issue, as well making calls to its repairer. I think communication could have been clearer here. This has clearly added to the distress and frustration Mr F experienced. Considering this, I agree with our

investigator that Tesco should pay him compensation. I think £150 is fair.

I'm sorry that Mr F was distressed by his claims experience. I can understand that he felt the delays were unacceptable. But having considered the evidence I don't think Tesco could have done more to expedite the timeline. Similarly, I've not seen evidence that demonstrates his car was damaged by the business. Some elements of the communication could have been better, and this should be acknowledged with £150 compensation. But I can't fairly ask Tesco to do more than this.

### **My final decision**

My final decision is that Tesco Underwriting Limited should:

- pay Mr F £150 compensation for the impact its communication shortfalls caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 27 March 2026.

Mike Waldron  
**Ombudsman**