

complaint

Mrs S complains about the repairs that Hastings Insurance Services Limited (trading as Hastings Direct) made to her car under her motor insurance policy.

background

Mrs S was involved in an accident and her car was taken to Hastings' approved repairer. But when Mrs S got it back she found damage to the alloy wheels, the central locking wasn't working and the parcel shelf and wing mirror hadn't been repaired. Hastings investigated these concerns. It said the shelf and wing mirror damage was pre-existing and so not covered by the policy.

The repairer said it had damaged the alloy wheels but Hastings couldn't find what had caused the central locking problem. But it offered to pay for repairs to these when Mrs S provided repairs estimates. It also paid Mrs S £100 compensation for her inconvenience.

Hastings paid the repair costs for the central locking. But Mrs S sold her car at a reduced price before the repairs to the wheel could be done. She thought Hastings should make good her losses. And so it refunded her the cost of the wheel repair.

Our adjudicator didn't recommend that the complaint should be upheld. She thought Hastings had dealt with the complaint fairly. She thought it had investigated the wing mirror and parcel shelf concerns. She thought its offers of compensation and to pay for the other repairs was reasonable.

Mrs S replied that the parcel shelf and mirror were fine before the accident and so she should be compensated for the loss in her car's value these caused. She provided estimates for repairing them at a cost of £700.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I can see that Mrs S's concerns about the central locking and alloy wheels have been resolved. But she is adamant that the wing mirror and parcel shelf worked fine before the accident. So she wants them repaired as part of her claim.

We're not engineers. We don't assess whether or how damage to a vehicle would be caused. This is a matter for the experts in these situations, the insurance companies and engineers. Our role in these complaints is to determine whether an insurance company has considered all the available evidence and whether it can justify its decision to not pay for additional repairs.

I think Hastings responded to Mrs S's concerns reasonably. It had its in-house engineer look into them. And then it arranged for an independent engineer to look at the damage to the parcel shelf and wing mirror. He found that these weren't accident-related as there were signs of previous repairs that had failed due to age.

I appreciate that Mrs S says that the wing mirror and parcel shelf worked fine before the accident. But I can't see that Mrs S has provided any expert engineering evidence to show that these parts were damaged in the accident. So there was no further evidence for Hastings to consider.

I think Hastings has justified its decision not to pay for these additional repairs. So I can't reasonably ask it to pay Mrs S any compensation for the reduction these caused in her car's value.

Hastings told Mrs S that if she thought the wing mirror had been knocked after the accident, then she should make a separate claim for this. I think this offer was fair and reasonable.

Hastings paid Mrs S £100 in total compensation for its level of service in making the repairs and dealing with her complaint. I think this was fair and reasonable. It's in keeping with the level we'd award in similar circumstances.

my final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 7 April 2017.

Phillip Berechree
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