

complaint

Ms M complained that Acromas Insurance Company Limited's approved repairing garage damaged her car while repairing it after she made a claim under her motor insurance policy.

background

After Ms M had an accident Acromas accepted her claim and arranged for her car to be repaired by their approved garage.

When the garage returned her car after repairing the accident-related damage, Ms M noticed that her car's boot wouldn't close properly. Her car was a convertible and this problem meant that she couldn't put her convertible roof down either. She returned her car to the garage but they still didn't repair the car's boot. Instead they gave her an estimate for its repair, which they had got from another garage, and which they wanted her to pay. The estimate was for replacing the faulty rear locking mechanism and realigning the boot lid.

Ms M complained to Acromas as she didn't think she should have to pay for this. She believed that their garage had damaged the boot. But the garage said it wasn't their fault and the damage must have been pre-existing. So Acromas instructed an independent engineer to inspect the car. He agreed that the boot was damaged, and that the damage would not have been caused by the accident. But he couldn't say how or when the damage to the boot had happened, or who had caused it.

Acromas thought that there wasn't sufficient evidence to show that their garage had damaged Ms M's car boot. They wanted her to prove that the garage caused it. Ms M remained unhappy and so brought her complaint to us.

The adjudicator recommended that her complaint be upheld. He thought that it was more likely than not that the garage had caused her car's damage. He thought Acromas should pay for the boot's repair and also pay Ms M £300 compensation for her loss of use of her car convertible roof over the summer.

Acromas didn't agree and so her complaint has been passed to me to decide.

my findings

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

Acromas didn't dispute that they would be responsible if their approved repairing garage had caused any damage to Ms M's car boot during its repair after the accident. But they didn't agree that their garage caused that damage. So, the issue I have to decide is whether it is more likely than not that the garage caused the damage to the boot of Ms M's car, looking at the evidence that has been provided by both.

I think Acromas acted reasonably in getting an independent engineer's report. But this didn't really help because the engineer said that he couldn't tell when, or by whom, the boot had been damaged.

Acromas then asked Ms M to show that it wasn't pre-existing damage and provide her own report. But I don't think this was reasonable in the circumstances, because, as their own independent report had already shown, it wasn't possible for an engineer to confirm when the damage had happened. And in any event, the garage had checked her car's condition and had taken photos of it before they did the accident repair work, and they hadn't noted then that there was any problem with her car's boot. Although Acromas later thought that one of those photographs showed that the car's boot was already damaged then, I've looked carefully at that photograph, and I don't think that it shows any damage or misalignment.

Acromas also said that, as the accident damage was all to the front of her car, there was no reason for the garage to have touched her car's boot. But Ms M said the garage told her at first that they'd cleaned the boot and so might have done it then. And, as Ms M had reported the problem with her car shortly after the garage returned it to her, it's unlikely that it was damaged after its return. So in the circumstances of the case I think it's more likely than not that the garage did cause the damage to her car and I think Acromas acted unreasonably in refusing to pay for its repair.

Ms M's car is a convertible, but due to this damage she hasn't been able to put her car roof down, so I think that Acromas should also compensate her for this loss of use and I consider that £300 reasonably reflects that.

my final decision

For the reasons I've discussed above, it's my final decision that I uphold this complaint and I require Acromas Insurance Company Limited to do the following:

- pay for Ms M to have her car repaired
- pay Ms M £300 for loss of use of her car's sunroof

Under the rules of the Financial Ombudsman Service, I am required to ask Ms M to accept or reject my decision before 30 December 2015.

Rosslyn Scott
ombudsman