

## **complaint**

Mr W complains about the repairs to his car following a claim against his motor insurance policy with Advantage Insurance Company Limited, trading as Hastings Direct.

## **background**

Mr W's car was damaged in an accident that wasn't his fault. He made a claim against his motor insurance policy. Hastings initially asked its authorised repairers to carry out the repairs to Mr W's car. Mr W wanted his own garage to carry out the repairs and Hastings asked for an estimate from Mr W's garage. Hastings authorised Mr W's garage to do certain repairs.

Mr W wasn't happy with the repairs. He says that the garage hadn't completed all the repairs. Hastings asked the garage to look at the damage to the windscreen and agreed to authorise some additional work, including the cost of replacing the windscreen. Hastings paid Mr W £50 for his additional visits to the garage.

Mr W complains that the repairs authorised by Hastings went against his garage's recommendations, as the garage said that the damaged tyre should be replaced, not repaired. He wants Hastings to carry out the repairs recommended by the garage.

The adjudicator said that Hastings acted in line with Mr W's policy terms and conditions and that, as Mr W's garage isn't Hastings's authorised repairer, it wasn't unfair for Hastings to rely on the original engineer's report. She said that Hastings had offered to pay Mr W a further £30, as a contribution towards his phone calls.

Mr W didn't agree with the adjudicator's view. He said that his garage said that the tyre should be replaced, not repaired. He's unhappy with the whole repair process and says that it's unfair that his car hasn't been put back to the same state it was in before the accident.

## **my findings**

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

The starting point is Mr W's policy, which says that Hastings may choose to pay for any necessary repairs, rather than replace Mr W's car or pay him its market value. It chose to pay for any necessary repairs here.

Hastings wanted to instruct its own authorised repairers but Mr W wanted his own garage to carry out the repairs. So, Hastings asked Mr W's garage to provide an estimate of the work. Mr W's garage listed the work that needed to be done, which included refurbishing the passenger side front wheel and replacing the tyre. The estimate also noted that both front tyres were badly worn on the outer edges but it didn't include the costs of replacing the driver's side front tyre.

Hastings agreed to the estimate and authorised the work. I think it acted reasonably in doing that. Based on what I've seen, Hastings agreed to pay for what Mr W's garage said needed to be done. I appreciate that Mr W says that the repairs authorised by Hastings went against his garage's recommendations but I haven't seen any evidence of that. We've asked Hastings for e-mails between it and Mr W's garage but it says it can't find any.

Mr W's policy also says:

*"Remember that by using your insurer's nominated repairer, you will benefit from a number of things, including a guarantee for your repairs..."*

As Mr W chose the repairer, Hastings wasn't responsible for anything that went wrong with the repairs. If Mr W remains dissatisfied with the repairs he should take this matter up with his garage.

If Mr W wants to take up Hasting's offer of £30 towards the costs of his phone calls, he should contact it direct.

### **my final decision**

I appreciate that my decision will disappoint Mr W but for the reasons I've set out above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I am required to ask Mr W to accept or reject my decision before 30 November 2015

Louise Povey  
**ombudsman**