

complaint

Mr B has complained that U K Insurance Limited (UKI) didn't repair his car properly after an accident when he claimed under his motor insurance policy.

background

Mr B had an accident in April 2012 and UKI organised the repairs. There were problems with the car when Mr B got it back from UKI's repairer, including the electrics. So UKI arranged for it to go back to their repairer to put this right. But there were still problems after this and Mr B said they still hadn't fixed it. So UKI arranged for Mr B's car to go to Mr B's garage for further repairs. This garage also had to have the car back several times over the next few months to put the faults right. UKI paid Mr B £450 compensation for this.

In 2015, Mr B contacted UKI again as there were still problems with his car, in particular with the electrics. He said they were the same issues he'd had when UKI's repairer did the original repairs. So Mr B complained UKI hadn't repaired his car properly after his accident and asked them to put this right.

UKI arranged for one of the garages that did the repairs to re-inspect Mr B's car. They said there were faults with the electrical system and it needed a new electrical loom. UKI then asked another garage to do a full health check on Mr B's car. This garage didn't find any electrical faults and didn't think the problems were related to the original accident or the repairs. UKI then said they wouldn't do any further repairs. Mr B wasn't happy so he brought his complaint to us.

The adjudicator who investigated his complaint thought it was difficult to tell whether the problems with Mr B's car were related to the original accident, the numerous repairs that UKI organised after that, or wear and tear. But, given the problems with the repairs carried out by UKI's agents after the accident, he thought it was most likely the current problems were linked to these.

So he thought UKI should arrange a new independent inspection of Mr B's car. And repair the car if this finds that the faults are due to the original repairs. If the inspection doesn't show whether or not the problems are linked to the original repairs, he said UKI should give Mr B the benefit of the doubt and repair his car. UKI didn't agree.

So Mr B's complaint has been passed to me to decide.

my findings

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've decided to uphold it. When Mr B complained to UKI, they arranged for his garage (garage A) to re-inspect the car. This was one of the garages that had done work to put the original repairs right. And Mr B had taken his car to them since so they knew about the issues he'd had.

Garage A said there were faults with the car and they thought it needed a new electrical wiring loom. But they weren't certain this would fix the problems. So UKI asked their engineer to look at it. He wasn't sure it was necessary to replace the loom, and he recommended that another garage - garage B - do a full health check of the car's electrical system.

Garage B didn't find any faults with the car's electrical system. And Garage B's engineer didn't believe the problems with the car were due to the original repairs.

UKI's engineer also looked at the original health check on the electrical system that was done in 2013. And he said this didn't show any electrical faults. So UKI think the electrical faults Mr B says he now has must have developed after this inspection. And they can't be related to the original accident damage and the repairs that were carried out.

UKI pointed out garage A carried out some of the original repairs. And have carried out further work for Mr B since then. So it thinks Mr B should talk to them about the problems he's now having. They've said this garage wasn't acting as their agent, so they're not responsible for putting the faults right. But, as UKI arranged for this garage to put right the faults caused by their repairer, I think they're responsible for any problems that have resulted from their original repairs. And UKI have to put this right.

I can see that UKI have taken steps to help Mr B by arranging various inspections of his car. And there have been several garages involved in trying to fix it. These garages don't agree on what the fault is, or how to fix it, or whether it's caused by the accident and the repairs that UKI carried out.

But Mr B says he's having the same problems with his car as he did after the original repairs. So it's reasonable to think they could be caused by the original repairs. And UKI accepted that the original repairs were done badly. And his car had to go back numerous times for further repairs to put things right.

UKI are responsible under Mr B's policy for putting right all accident related damage, and for putting right all the problems that were caused by the poor repairs. And I think UKI is responsible for finding out if the problems are caused by the accident or their repairs.

So I agree with the adjudicator that UKI should arrange another independent inspection of Mr B's car. And I think this should be an independent inspection by a garage that wasn't involved in the original repairs.

UKI should give Mr B a choice of three independent garages. And he can choose one of them to carry out a full inspection of his car, at UKI's expense. UKI should make the previous inspection reports available to this garage.

If this new inspection identifies faults that this garage thinks are a result of the accident or UKI's repairs, UKI should then pay to repair these faults. If this inspection finds faults that could be related to the accident and repairs, but this isn't certain, UKI should give Mr B the benefit of the doubt. And repair these faults as well. But if this garage says the faults aren't related to the original accident or UKI's repairs then Mr B will have to pay for them to be put right himself.

I can also see how frustrating and inconvenient all of this has been for Mr B. He has had ongoing problems with his car. And he's had to take it back to the garage several times because of ongoing problems with the electrics. So I think UKI should pay Mr B a further £200 compensation for the trouble and upset that dealing with this has caused.

my final decision

For the reasons I've discussed above, my final decision is that I uphold this complaint. I require U K Insurance Limited to do the following:

- Give Mr B a choice of three independent garages who haven't been involved with the original or ongoing repairs;
- Appoint the one he chooses to carry out a full inspection of the car, including the electrical system;
- If this inspection identifies faults that this garage thinks are most likely related to the accident or UKI's repairs, UKI should pay to repair these faults;
- If this inspection finds faults with the car, but it isn't certain if these are related to the accident and UKI's repairs or not, UKI should pay to have these faults fixed;
- Pay Mr B £200 compensation for the trouble and upset that this matter has caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 8 April 2016.

Mary Dowell-Jones
ombudsman