

The complaint

Mr S complains about the delays U K Insurance Limited (UKI) has made in repairing his car following a claim made on his motor insurance policy.

What happened

Mr S was involved in an incident and UKI took his car for repairs. There were delays in the repairs and rectification work was required. UKI asked Mr S to make some unrelated repairs so that the car was roadworthy, which he did. UKI paid Mr S £1,000 compensation for the trouble and upset caused by it not progressing the claim and delaying repairs.

UKI declined to make further repairs as it said they were caused by wear and tear. Mr S thought his car had deteriorated whilst waiting for repairs to be carried out. He was also unhappy that UKI wanted to end his car hire and it hadn't recovered his policy excess.

Our Investigator didn't recommend that the complaint should be upheld. She thought UKI had considered engineering evidence to show that the further repairs needed were due to wear and tear before the accident and some had been highlighted on a previous MOT. She thought UKI's payment of £1,000 compensation for the delays was fair and reasonable. She also thought UKI had reasonably agreed to extend the hire until the claim was resolved.

Mr S replied that he thought UKI's poor initial repairs, and the delays had caused the deterioration of his car since its last MOT. He said the assessor's report was done seven months after the accident. He said the car was still pulling to the left and dash warning lights were lit. He said UKI had done a second wheel alignment, but this hadn't resolved the steering issue. He was now left with an unroadworthy car that will cost £3,500 to repair. Mr S asked for an Ombudsman's review, so his complaint has come to me for a final decision.

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.

I can understand that Mr S feels frustrated with the delays in repairing his car. And I think he could reasonably have expected his car to be fully repaired the first time it was taken for repairs. Mr S told us that after seven months, when he complained to UKI, the car had been assessed and needed significant rectification.

I can see that, after some delays, UKI's engineer reviewed the issues raised and it then agreed that it was responsible for some rectification – the paintwork, the steering and the warning lights.

It said these had been caused by its repair, and it paid Mr S £1,000 compensation for the delay. But UKI said the other issues weren't related to the claim or the delay. It said the remaining issues were caused by wear and tear.

But Mr S disagreed. He said these issues hadn't been picked up in a MOT a month before the accident. And he thought they were due to the excessive delays in making repairs.

We're not engineers. We don't assess whether or how damage to a vehicle would be caused as 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.

The evidence that UKI had to rely on was a garage's assessment of the car, supported by a video, and its own senior engineer's review of this and Mr S's concerns. UKI said the garage's evidence showed that the alleged areas of further damage had been present for some time prior to the accident and wouldn't have developed in the time it had taken for repairs to be made. It accepted that the delays may have contributed to the corrosion present, but this would have needed repair in any case.

UKI invited Mr S to provide expert engineering evidence to support his stance. But I can't see that he has done this. And so I think UKI has reasonably considered the evidence available and so justified its decision not to pay for all the repairs Mr S says are needed.

But it is responsible for rectifying those areas that its engineers have agreed are due to its repairs. And I can see that UKI accepts that it still needs to rectify the steering issues Mr S says are still not resolved. Mr S said the car has had two wheel alignments. But, from UKI's evidence, I can't see that the second one was carried out. And it's for Mr S to book the car in with the repairer at his convenience.

It has taken some time for UKI to deal with Mr S's repairs. He was kept mobile during this time, so I can't say that UKI is responsible for any loss of use. His car has passed its MOT and so it is now roadworthy. And I think UKI's offer of £1,000 compensation for the delays is in keeping with our published guidance where there have been significant avoidable delays in the claim, and so I'm satisfied that this is fair and reasonable.

Mr S wanted his policy excess refunded. UKI says it is still waiting for liability to be agreed with the other insurer. I can see that it has reasonably progressed this and I can't hold it responsible for the other insurer's delays. When liability is settled, then UKI will be able to look to refund Mr S's policy excess.

My final decision

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 15 September 2023.

Phillip Berechree
Ombudsman