

## **The complaint**

Ms M complains about Skyfire Insurance Company Limited ("Skyfire") and their refusal to cover the costs of repairs need to her car, caused by damage she felt occurred while her car was in the care of Skyfire's approved repairer.

## **What happened**

Ms M held a motor insurance policy, underwritten by Skyfire. Unfortunately, in August 2022, Ms M was involved in a multi-car road traffic accident which caused damaged to her car. So, she contacted Skyfire to claim on her insurance policy.

Skyfire accepted the claim, and they arranged for their approved repairer, who I'll refer to as "A", to complete necessary repairs. These repairs were completed at the start of November, with the delay being caused by the availability of parts, which Ms M herself has accepted.

On 3 November, the day after she received her car back, Ms M contacted Skyfire to advise her left-hand front wheel and suspension were mis-aligned. And that she'd been told by a local garage that her car was unroadworthy because of this. A arranged to collect the car, but disputed that damage was accident related. And Ms M told Skyfire she believed the misalignment had been caused by A themselves when it was in their care. So, Skyfire agreed to arrange an independent engineer, who I'll refer to as "H", to inspect the car.

This inspection took place on 21 November. And H provided a report which stated that the damage wasn't accident related. Nor could H directly attribute the damage to the actions of A. So, Skyfire relied on the content of this report and they refused to cover the costs of any further repairs. Ms M was unhappy with this, so she raised a complaint.

Ms M felt the check in sheet signed when her car was taken in by A in September showed no damage to front wheel or suspension. So, based on this and A's admission they had needed to repair a puncture on that tyre, Ms M felt it was clear the misalignment had been caused by A. So, she disputed H's report and Skyfire's refusal to cover the costs of the repairs need to rectify the misalignment. And she also wanted to be compensated for the service Skyfire provided to her from November 2022, including the length of time it took them to respond to her complaint.

Skyfire responded to the complaint and upheld it in part. They thought the onus was on Ms M to pay for the repairs to rectify the misalignment as they were satisfied H's report stated that damage wasn't accident related, or the fault of A. So, they thought they were fair to refuse covering these costs. But they accepted their service fell below the standard they'd expect, and they offered to pay Ms M £150 to recognise this. Ms M rejected this offer but has confirmed the following day she accepted a £200 offer from Skyfire on a without prejudice basis to compensate her for Skyfire's service failings only. She remained unhappy with their decision not to cover the misalignment repair costs and so, she referred her complaint to us.

Our investigator looked into the complaint and didn't uphold it. They thought the £200 paid by Skyfire was fair to recognise the delays, and lack of communication, Ms M encountered during the claim process. And while they took on board Ms M's testimony regarding A's

comments when her car was collected, and her unhappiness with H's report, they were satisfied H's report made it reasonably clear the misalignment couldn't be attributed to the accident, or the actions of A. So, they thought Skyfire were fair to rely on this report and were reasonable when refusing to cover the costs of the repairs required.

Ms M didn't agree. And she re-emphasised many of the comments she already made regarding both H, and A. These included, and are not limited to, her belief the check in sheet showed no damage to the area around the wheel that was misaligned. So, she felt this made it clear the damage wasn't present when A received the car. Ms M also made representations about the report H provided, and what H inspected on Skyfire's instruction. As Ms M didn't agree, the complaint has been passed to me for a 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.

Having done so, I'm not upholding the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

I note in Ms M's communication to our service, she's confirmed she accepted a payment of £200 to compensate her for the service failures of Skyfire. As a payment was offered by Skyfire, and accepted by Ms M, I think it's reasonable for me to assume this aspect of Ms M's complaint has been resolved. And so, I won't be discussing the merits of this complaint in any further detail. But for completeness, I do want to reassure Ms M that I think this payment falls in line with our services approach, considering the delays that Skyfire were responsible for and Skyfire's acceptance that the information they provided could've been clearer, and more regular. It also considers the fact complaint handling is an unregulated activity and so, any complaint Ms M had about the way Skyfire handled her complaint, or the time they took to respond, falls outside of our service's jurisdiction and so isn't something we can consider compensation for.

I've then focused on the main point that remains in dispute, which centres around the misalignment of Ms M's front wheel and who is responsible for the costs of repairing this.

First, I want to recognise the impact this complaint has had on Ms M. I appreciate she feels very strongly about the situation, and where she feels the damage to her front wheel and suspension occurred. And I note Ms M has needed to cover the costs of the repairs herself, which will no doubt have had an unforeseen financial impact. So, as Ms M feels A, acting on behalf of Skyfire, caused the damage, I can appreciate why Ms A feels that Skyfire should cover the costs she's incurred.

But for me to say Skyfire should cover these costs, I first need to be satisfied they've done something wrong. So, in this situation, I'd need to be satisfied they failed to assess all of the information available to them regarding the damage reasonably and that they reached an unfair conclusion when deciding to refuse covering any additional costs.

In this situation, I don't think that's the case.

I think it's important to make clear that it's not my role to re-underwrite the claim, as I don't have the expertise to do so. I'm also unable to say for certain exactly what happened regarding the misalignment, or what A said to Ms M and her representatives in person, as I wasn't there at the time. So, I don't intend to speculate on what I think did or didn't happen.

Instead, it's my role to consider the actions of Skyfire, and decide whether I think these were fair and reasonable considering the situation and the evidence available to them.

In this situation, I'm satisfied Skyfire took Ms M's concerns about the misalignment seriously as they agreed for A to recollect the car and then arranged for independent expert, H, to inspect the car and the damage Ms M felt it had sustained. These are the actions I'd expect Skyfire to take, and I think they are the actions another insurer would've taken, in a similar situation.

I've seen H's report from this inspection. And at the start of the report, it states that *"The purpose of my inspection was to carry out a post repair report to the above vehicle in relation to your insured complaint to determine whether the repairer has been negligent"*. And later within the report, H concluded that *"it is in my opinion that any suspension issue would not be due to the repairs undertaken and neither in my opinion due to the repairer being negligent"* as well as explaining that *"given the tyre was, or had, deflated it is more than likely that in my opinion the steering suspension misalignment is due to a pothole impact"*.

So, I'm satisfied H was instructed to consider the actions of the repairer and whether they were responsible for the damage, as well as whether it was accident related. And I'm satisfied that H's report makes it reasonably clear their belief was that the damage wasn't the fault of the repairer and instead, likely to have arisen from a pothole impact.

As H were the independent expert, I think Skyfire were reasonable to rely on the report H provided, and the conclusions contained within it. This follows standard industry approach and what I'd expect another insurer to do in the same situation. So, on this occasion, I don't think I can say Skyfire acted unfairly when deciding not to cover the costs of the repair work needed to rectify the misalignment.

But I do understand Ms M has serious concerns about this report, and H themselves. But as H were acting independently, rather than as an agent of Skyfire, any concerns about H and the report would need to be raised with H directly. Skyfire aren't responsible for any complaint Ms M has about the report, and the information included within it.

And I also recognise Ms H has referred back to the check-in sheet completed when A initially took Ms M's car in September 2022. I want to reassure Ms M I've considered this sheet, and her comments surrounding this, at length. But having considered this check in sheet, I don't think the fact the misalignment wasn't noted means the misalignment definitely wasn't present at the time. And the same can be said for the deflated tyre as tyres can deflate slowly, over a significant period.

I've seen a report provided to Skyfire by H in January 2023, following a conversation with Ms M directly regarding her complaint concerns. And it states within this report *"I found the left-hand wheel to be sitting off inwards at the top. It is in my opinion that if this damage was indeed pre-existing the repairer may not have picked up on this at the time of check in"*.

Because of this, I don't think I can say Skyfire have acted unreasonably by not overturning their decision when considering Ms M's comments regarding the check in sheet, as I don't think I can say for certain that the damage would've been noticeable at the time the check in sheet was completed.

So, without any evidence to say definitively that A were responsible for the misalignment later found, such as another engineer's report holding A responsible, I don't think I'm able to say Skyfire have acted unfairly when refusing to cover the costs Ms M incurred repairing the issue herself. And so, I don't think they need to do anything more on this occasion.

I understand this isn't the outcome Ms M was hoping for. And I recognise I may not have commented on every point Ms M has raised. But I want to reassure Ms M I've considered all of her testimony, and all of the information on file, whether or not I've referred to it directly. And having done so, I don't think I have seen evidence that satisfies me Skyfire have acted unreasonably on this occasion.

### **My final decision**

For the reasons outlined above, I don't uphold Ms M's complaint about Skyfire Insurance Company Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 14 August 2023.

Josh Haskey  
**Ombudsman**