

The complaint

Mr S has complained that an approved repairer caused damage to his car and he's unhappy about having to pay the excess. Mr S made a claim under his car insurance policy with Highway Insurance Company Limited.

What happened

In 2021 Mr S made a claim for damage to his car after it was stolen and recovered.

Mr S made a series of complaints to Highway about its service and about repairs to his car.

This service issued a final decision in January 2023.

In July 2024 Mr S asked us to look at new complaints. He said he didn't agree with the final decision issued in January 2023, repairs still hadn't been completed and new damage had been caused to his car.

Highway responded to Mr S's complaints in June 2023 and January 2024. As Mr S contacted us in July 2024, our Investigator explained we could only look at issues addressed in the final response letter dated 17 January 2024.

Mr S doesn't agree and wants an ombudsman to decide on all of his complaints. He says they relate to the original complaint about poor repairs.

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 have issued a separate decision which explains why this service cannot look at all of the complaints Mr S wants us to.

This decision deals with the following complaints which this service can consider:

- Highway's AR caused new damage to Mr S's car: to a wing mirror and scratch damage.
- Highway has asked Mr S to pay the excess due under his claim.

Mr S says his car was returned to him by the AR on 3 April 2023. On 7 April 2023 Mr S emailed Highway to complain. He said repairs hadn't been completed. In addition he wrote;

"but the worst damages I have found"

Highway responded to Mr S's complaints about incomplete repairs. It didn't comment on this statement by Mr S and no further information was provided by Mr S. As Highway responded to Mr S's complaints about incomplete repairs in June 2023, which Mr S didn't bring to this service in time, this doesn't form part of my decision here.

On 24 July 2023 Mr S complained again to Highway. He was unhappy that on 6 July 2023 it had asked him to pay the excess due. Mr S said that he identified new scratch damage to his car, which he'd since arranged to be polished out, and damage to a wing mirror which he'd since had repaired. Mr S said this damage was discovered when his car was returned to him in April 2023 by the AR.

Highway asked the AR about this damage. The AR said Mr S hadn't told it about the damage for it to consider.

Highway didn't uphold Mr S's complaint.

There isn't any evidence that I've seen to support Mr S's claim that the AR caused new damage to his car when it was returned to him in April 2023. Mr S says his email dated 7 April 2023 is evidence of new damage. But I can't agree. I don't think that it was clear from Mr S's email in April 2023 as to what new damage he had discovered. So the first time Mr S reported the scratch damage and wing mirror damage was in July 2023, after Highway asked him to pay the excess. As this was three months after his car had been returned to him by the AR, I think Highway's decision not to uphold this part of the complaint was reasonable.

Mr S's policy with Highway sets out when the excess is payable. This is a standard term under all motor insurance policies. Highway defines the excess under their policy as;

"Excess(es); The excess is the amount you must pay towards any claim, this can include both compulsory and voluntary excesses in which case the insurer will add them together."

As Mr S made a claim under his policy with Highway, the excess is correctly due. So I don't think Highway is unreasonable in asking Mr S to pay it.

My final decision

For the reasons I've 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 28 March 2025.

Geraldine Newbold
Ombudsman