

The complaint

Mr E complains about the way Soteria Insurance Limited trading as The Co-operative Insurance (Soteria) handled claims under his motor insurance policy.

What happened

The background circumstances are known to the parties, so I won't rehearse all the details. In summary, Mr E's car was damaged in two accidents and two claims arose, the main issues are as follows;

- Lack of choice over which garage would repair the car; courtesy / hire car problems
- Standard of repairs to the car
- Problems cashing a cheque issued to Mr E
- Communication, delays and no individual handler was assigned to the claim, so Mr E had to repeat himself every time
- The policy was cancelled unfairly

Our investigator didn't think Soteria had done much wrong at all – he did think communication should have been clearer. He said Soteria had accepted several points it could have been clearer on, and this he felt would have managed Mr E's expectations better. He felt Soteria should pay an additional amount of £200 compensation.

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 will use the points identified above, and which I consider to be the main issues, as ones necessary in determining an outcome that I consider fair and reasonable in all the circumstances. Although I won't comment on every issue Mr E has raised that's not because I haven't considered them, or any discourtesy, its because they're not material to the outcome I consider to be fair and reasonable.

- *Lack of choice over which garage would repair the car; courtesy / hire car problems*

I'm satisfied Mr E was given enough information about the repairing garage. His options were made apparent, but he voiced reticence about the approved repairer given previous dealings. And he was told that if he didn't use an approved repairer then he wouldn't benefit from a courtesy car. This is in line with what the policy says about circumstances when he'd benefit from the use of a courtesy car. The hire car matter is something Mr E has been referred to the provider and that's not something we can look at in this complaint.

- *Standard of repairs to the car*

The main aspects of this relate to the bonnet and alloy wheel.

Regarding the bonnet, the issue concerned alignment issues. The question though is whether that was caused in the accident claimed or by the repairer who dealt with repairs. From the initial inspection report (done from images) it's noted that impact was 'light'. And the repairers who carried out repairs were of the view that the alignment issues were not related to the accident as described but by previous repairs done poorly. Soteria's repairer carried out some adjustments to make alignment better but only as a gesture given the alignment wasn't considered to be claim related.

I'm not persuaded the impact as reported caused alignment issues. I've accepted there are issues but not that they're related to the claim or actions of the approved repairer. And in these circumstances the policy clearly doesn't cover the repair.

There were some delays in accepting the alloy wheel damage, but that was understandable in the circumstances as they were potentially an undisclosed modification. Authorisation eventually came and so I'm not persuaded there's anymore for Soteria to do.

- *Problems cashing a cheque issued to Mr E*

Cheques are valid for six months from date of issue – if Mr E has had problems and the cheque is out of date and uncashed, he can return to Soteria and ask for it to be re-issued.

- *Communication, delays and no individual handler was assigned Mr E had to repeat himself every time*

How an insurer sets itself up to handle claims is a matter for it. It must though be mindful of its duties which include handling a claim promptly and fairly. The fact that Soteria's process is not to have an assigned handler is a matter for it. Mr E's outlined in detail to Soteria the problems he's faced and his unhappiness at having to repeat himself regularly. Soteria has accepted some of its communication was poor and led to delays (including Mr E being told the alignment issue wasn't considered claim related; misleading information about what was said about the approved repairer; an error in how an engineer had been instructed and the wrong registration given). It made an offer for £150 compensation, but I agree an additional £200 fairly reflects the distress and inconvenience caused to Mr E. I'll comment more about this in the next section.

- *The policy was cancelled unfairly*

Soteria cancelled the policy based on a policy term that permits this where Mr E behaves in a threatening, abusive or inappropriate manner towards its staff, representatives or providers. And where it does this it will provide a percentage refund based on the period left *except* for where a claim has been made.

Mr E is aware of the telephone call that led to Soteria cancelling his policy. He disagrees with how the call should be perceived. I've listened to the call and it's very clear that he wasn't prepared to give the representative a chance to speak and continually spoke over her. The representative said many times she wanted to help Mr E, but his approach was to repeatedly talk over her, and she eventually had to come off the call as a manager took over. This isn't the only call Mr E conducted himself in such a way. Indeed, even when a manager spoke to him, they had to adopt a robust approach and tone to be heard, warning that the call would be terminated if Mr E continued his unhelpful and inappropriate conduct. And there are other calls where Mr E took a similar approach. While Mr E was a customer of Soteria he doesn't have a right to treat staff unreasonably whether he agreed with its process or not. Because of this I'm satisfied Soteria was entitled to cancel the policy and did

so fairly. As Mr E had made two claims no refund was due.

Putting things right

Soteria must pay Mr E an additional £200 compensation.

My final decision

I uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr E to accept or reject my decision before 3 June 2021.

Sean Hamilton
Ombudsman