

## **The complaint**

Mrs A is unhappy about the way Easi-Drive Limited handled her claim after she was involved in a road traffic accident that she said wasn't her fault.

Mrs A has been represented by her husband, Mr A in this complaint. But for ease of reading I've only referred to Mrs A in my decision.

## **What happened**

In December 2018, Mrs A was involved in a road traffic accident. The police were called to the scene and Mrs A said the third-party driver was charged with reckless driving. It was a distressing time for Mrs A as her mother-in-law and son were in the car at the time.

Mrs A said her car had to be recovered from the scene, and her husband accompanied the recovery driver. She said the recovery agent couldn't return her husband to their home address and he was dropped off at a nearby railway station. He then had to get a taxi home at a cost of time and £19.80.

Mrs A said there was several days delay in Easi-Drive arranging for her car to be inspected, and Easi-drive didn't call her back to update her about what was happening. Mrs A said this added several days additional hire car charges to her claim.

Mrs A said, not only was her car damaged but she had incurred several uninsured losses. These included:

- mobile phone screen damaged;
- laptop screen cracked,
- the cancellation of a Christmas trip;
- car seat replacement;
- transfer of car registration plate; and
- a full tank of diesel.

She said she was given assurance by Easi-Drive that these costs would be recovered from the third-party insurer (TPI). But instead they later told her she needed to get in touch with the TPI herself.

After inspection Mrs A was told her car was deemed beyond economical repair, but she wasn't happy with the pre accident valuation (PAV) that the independent engineer gave for her car. Mrs A provided adverts that showed similar cars being sold at a higher value. She also wanted the side steps she'd recently had replaced on her car returned to her. And said she didn't agree for the car to be disposed of until these were returned. But Easi-Drive sent her a cheque for the salvage of her car, and when she questioned this she said she was told her car had already been crushed. But later she found this wasn't the case as the DVLA told her it was being registered in someone else's name. Mrs A complained to Easi-Drive.

Easi-Drive accepted that their customer service had fallen short of their standards and for the trouble and upset caused offered Mrs A £150 in compensation.

Mrs A wasn't happy with Easi-Drive's response and referred her complaint to us.

Our investigator said she couldn't hold Easi-Drive responsible for elements of her complaint. But she agreed Easi-Drive could have handled the claim in a better way. She said that Easi-Drive's offer of £150 was fair and reasonable and she didn't ask them to do anything more.

Mrs A disagreed and has asked for an ombudsman to decide.

### **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.

First, I want to recognise the impact this complaint has caused to Mrs A. I appreciate it's been a significant amount of time since the accident took place. And I can understand how frustrating it must have felt when Mrs A hadn't been at fault for the accident.

Up until 31 March 2019, claims management companies (CMC) were regulated by the Claims Management Regulator. And complaints about CMCs were dealt with by the Legal Ombudsman. On 1 April 2019 the regulation of CMCs switched to the Financial Conduct Authority, and complaints moved to the Claims Management Ombudsman. Because the events Mrs A is complaining about took place before this change in regulation, my decision must be based on the approach the Claims Management Regulator and Legal Ombudsman would have taken.

Having done so, I've decided Easi-Drive's offer is a fair way to resolve matters. I understand Mrs A will be disappointed by this, but I'll explain why I have made this decision.

I think it's important for me to firstly explain Easi-Drive's role in this matter. They're a CMC who have been instructed on the basis this is a non-fault claim. They've been instructed to deal with issues arising out of the accident which include repairs to the car, determining a PAV if the car is beyond repair, arranging a hire car and liaising with the TPI to settle the claim made by Mrs A.

Under the rules set by the Claims Management Regulator, and the approach taken by the Legal Ombudsman, CMCs such as Easi-Drive aren't deemed to be responsible for the actions taken by third parties, for example the independent engineer's assessment of the PAV or the actions of the recovery agent for Mrs A's car. My decision is only able to focus on the actions Easi-Drive took and the service they provided to Mrs A directly. But while I can't say Easi-Drive are responsible for the actions of any third party, I can consider whether Easi-Drive considered Mrs A's concerns about it.

### ***Recovery***

I know Mrs A wasn't happy that her husband was left to find his way home after the accident. But as I outlined above, I can't look at what the recovery agents did. So, I won't comment further on this part of her complaint.

### *Delays in inspecting the car*

In considering delays I need to be sure that the delay was within the CMC's control and that if they'd done something differently, the delay would have been avoided. This would mean that they didn't manage the claim as well as they could have done, and this has impacted on Mrs A's experience. I've looked at Easi-Drives notes and the timeline of events that happened after the accident. And while I can see that Easi-Drive was trying to arrange for an inspection of Mrs A's car, it took longer than it should have. And I can see Mrs A had to call Easi-Drive on a number of occasions and didn't get the customer service she expected.

### *Uninured losses*

As outlined above, Easi-Drive as a CMC provide accident management services, they would arrange repairs, or settlement of the car's value and provide a hire car. In administering the claim they would liaise with the TPI and look to mitigate any costs for these. It isn't for the CMC to look to recover any uninsured losses such as those incurred by Mrs A. Usually the CMC would direct any such loss to legal advice or a claim under any legal expenses policy the consumer may have. But some CMC's will offer to help even though there is no requirement for them to do so.

Easi-Drive's notes show that they did let the TPI know of the uninsured losses that had been incurred. But the TPI didn't engage with them. While I think Easi-Drive was trying to help Mrs A, the process became frustrating for her as Easi-drive didn't fully explain their responsibilities to her. This meant Mrs A thought her losses were being considered as part of her overall settlement. And I can understand her frustration when she was later directed to act herself. I can't hold Easi-Drive responsible for the uninsured losses, and I can see they'd passed on Mrs A's uninsured losses to the TPI for them to consider, but I think again their customer service could have been better.

### *Pre Accident Valuation*

I can understand Mrs A's frustration as she didn't agree with the valuation that was made. And she sent adverts to Easi-Drive to challenge this valuation as she saw that similar cars were being advertised at a higher selling price than the valuation she was being offered. I can see that Mrs A also questioned whether the new side steps had been included in the valuation assessment. Mrs A had replaced the previous side steps as they'd suffered from decolouration and rust. While I can't look at the actions of the independent assessor, I would expect Easi-drive in administering the claim and knowing Mrs A was still unhappy about the valuation, to have asked the independent engineer to consider the valuation that had been given considering Mrs A's comments. And this they did.

I agree with our investigators view in that the side steps are an integral part of the car. And that they would have been included in the valuation and not seen as an enhancement to the car. So, I'm satisfied Easi-drive acted as I'd have expected them to do, as they asked the independent engineer to re- consider the PAV. I can see they sent the adverts Mrs A had given to them. And I've seen that the independent engineer considered these along with similar adverts based on industry guidelines, looking across the price guides to reach what in their view was the correct valuation.

I can also see that Easi-Drive said that the side steps could be removed by Mrs A. But as an integral part of the car I would have expected this to affect the salvage payment for the car. Mrs A wasn't able to remove the side steps when she visited the car. But I think its clear additional damage was being caused to the car as it was being stored outside. And as the independent assessor had already confirmed the PAV after considering Mrs A's comments, I

don't think Easi-Drive acted unreasonably in taking the action they did in sending Mrs A her payment, including salvage in settlement of her claim.

#### *Hire car*

CMC's follow guidelines set by the Association of British Insurers General Terms of Agreement (The GTA). Section 4 is clear that a hire vehicle should be returned within 24 hours of repairs being completed, or seven days of the PAV payment being received – any hire charges incurred after this date are the consumer's responsibility. I can see that Easi-Drive sent the settlement payment on 18 January 2019, and Mrs A confirmed its receipt by 21 January 2019. So, Easi-Drive acted in line with the guidance and looked to collect the hire car no later than 28 January 2019. While I can see Mrs A was still disputing the PAV and the issue about the side steps, I can't hold Easi-Drive accountable for arranging the return of the hire car as any further costs could have fallen to Mrs A to repay. And I can see Easi-Drive took action to allow for the continued use of the hire car until its collection 30 January 2019.

Easi-Drive have admitted they got things wrong with the customer service they've given Mrs A. I think it's right that Easi-Drive should compensate Mrs A for the frustration and inconvenience caused by their poor service throughout their handling of the claim. The only issue I have to decide for this part of the complaint is whether the amount of compensation they've offered is fair and reasonable. It's not our role to punish a business and I think Easi-Drive's offer of £150 in compensation is fair and reasonable in the circumstances.

I understand this isn't the outcome Mrs A was hoping for. But as I've explained, I can only consider the way Easi-Drive handled her claim under the approach set out by the regulator at the time.

#### **My final decision**

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 30 November 2021.

Anne Scarr  
**Ombudsman**