

## The complaint

Mr B complains Soteria Insurance Limited took too long repairing his car properly, the courtesy car given wasn't suitable, and the customer service was appalling.

Mr B's wife Mrs B is representing him in this complaint, so I'll also refer to her in this decision.

## What happened

I issued a provisional decision setting out what'd happened, and what I thought about that. I've copied the relevant elements below, and they form part of this final decision.

*On 27 February 2020 Mr B was unfortunately involved in an accident. Following this the bumper to his car needed to be repaired. This repair wasn't done properly, leading to significant delays. Mr B wanted it replaced given the issues. And Mr B was also unhappy the courtesy car he was given wasn't of a suitable size. Mr B says he was asked to pick up the courtesy car with a 30 minute deadline when he had no way of getting there, and Soteria's approved repairer – who I'll call K – didn't call him back when they said they would.*

*In May 2020 Soteria agreed the repair hadn't been done properly, but it was their choice whether to repair or replace, and they felt repairing was the right approach. They said Mr B was entitled to a courtesy car from K for the duration of the repairs but there is no policy entitlement to a like for like car under the policy terms. They did though agree the communication around Mr B having to pick up the car from the hire car company K arranged wasn't good enough. And although they couldn't see K's phone records, they accepted K hadn't called Mr B back when they said they would.*

*In October 2020, Mr B's car was now fully repaired, and he raised further concerns which Soteria listed as his car having to be returned twice, the size of the courtesy car, and Soteria's claims department had been unprofessional.*

*In November 2020, Soteria said they'd already addressed Mr B's concerns regarding the hire car – and couldn't see the claims department had acted incorrectly. But they were sorry his car had to be returned twice since the May 2020 letter.*

*Unhappy with this Mr B asked us to look into things. One of our Investigators did so and felt £300 compensation would be fairer to settle the matter.*

*Soteria accepted this outcome, but Mr B didn't. After this time, Mrs B took over communicating with us.*

*She explained there was at least 8-10 weeks' worth of delay, in part caused because K damaged Mr B's car further. She said she appreciated we're not here to punish financial businesses, but they'd been financially punished as a result of the delays. She said a search on hire car companies shows the difference in price between the car Mr B was given, and the car he had – she felt this was a fair starting point for the calculation of compensation.*

## **What I've provisionally 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.*

*Generally insurance companies will offer cover as allowed under the policy terms. As that's the contract that's been agreed, it's not usually unreasonable. But, in situations where insurance companies have made an error leading to further impact or financial loss, then it can be right to step outside of those policy terms. My overarching remit is to consider things on a fair and reasonable basis. This means I'm not bound by what the policy terms say if I think it'd be fairer for Soteria to do more than they have done.*

*For reasons I'll go on to explain, I'm currently planning on upholding this complaint, and requiring Soteria to do more.*

Length of time the repairs have taken

*The accident was on 27 February 2020, the car was due to go in for repairs on 10 March 2020, and a report wasn't produced until 16 October 2020 to say it'd been properly repaired.*

*Clearly, far too long in the ordinary course of things for what Mr B considered a minor repair.*

*I've seen K failed to satisfactorily complete the repairs on two occasions. This led to Mr B having to arrange for it to be repaired at another garage, on a third occasion.*

*On this third occasion, it seems Mr B's car went in for repairs at the end of July, and then it wasn't confirmed until 16 October 2020 that the repairs had been done properly. Some elements of the repairs required parts to be ordered and delivered. My understanding is prior to Covid-19 – when the repair originally should have happened – it was easier to get parts. So, by repairing the car later, it seems at least possible some of this time Mr B waited would have been avoided, had K completed the repairs properly.*

*Although Mr B's car was driveable, on each occasion it went in for repairs he had to be given a courtesy car. I've covered this in more detail below – but for what I understand Mr B thought was a straightforward repair, which I can't see Soteria ever disagreed with – the final bill came out at over £6,000 when it was repaired properly.*

*I've got no clear evidence of what Mrs B has alleged – which is that K damaged Mr B's car. But I do accept that's possible.*

*Ultimately though, whatever the reason, Mr B's car took far too long to be repaired – and a good proportion of that was within Soteria's control. I'll consider at the end of my decision what amount of compensation is fair.*

Courtesy car

*I can see Soteria have explained Mr B was entitled under the terms of the policy a small one litre car – so not similar to his own large executive car.*

*Mr and Mrs B have said this issue isn't in dispute, as that's what the policy terms say. But the point is they've not helped Mr B enough with courtesy cars during the repairs when he needed it.*

*I've seen in Soteria's notes on 8 September 2020 Mr B told them he'd had to get a hire car to take one of his Daughter's to University, as the courtesy car he had at the time was too small. He said the cost was around £140 for three days. But, on 19 September 2020 he was taking another of his Daughter's to University – and would have to hire a car again.*

*I can see Soteria then arranged a bigger car for Mr B in an effort to help him for this second University journey. I think this was a helpful and appropriate thing for Soteria to have done – but, unfortunately, they didn't appear to discuss exactly what Mr B's needs were. So, the car they arranged was something Mr B said was still too small – and as a result he had to make two trips.*

*I've already found above Soteria have taken too long to complete the repairs. And, I'm persuaded by Mrs B's arguments that had they completed them properly, Mr B wouldn't have incurred these costs. I don't think comparing what Soteria have effectively "saved" as a result of not getting a courtesy car similar to Mr B's is fair. But, I do think it'd be fair to consider all reasonable costs Mr and Mrs B have incurred regarding this.*

*So, as a starting point, it would seem fair to refund the cost of the hire car Mr B got which he said cost £140. And, I think it'd be fair to ask Mrs B to explain what other costs she and Mr B wish to claim for. To be clear, I'd ask Mrs B to get back to us with those costs, which I'll then determine what I think is reasonable based on what she's provided – and share my thoughts on this with both parties for their comment before issuing my final decision.*

*As I said above, I do think Soteria tried to help Mr B by arranging a bigger car. But I can't see any record of Soteria discussing Mr B's needs to make sure the replacement car they were arranging was suitable. So, even though Soteria were trying to help Mr B, unfortunately I think this has caused further inconvenience to him – given he's said he had to make two trips instead of one as a result of this. Again, I'll come back to this at the end.*

#### **Customer service**

*I understand Mr B raised concerns about K not calling him back – which Soteria accepted without evidence. But, Soteria didn't accept their customer services had been unprofessional.*

*I've reviewed the claim notes provided by Soteria. These show details of phone calls and emails between Mr B and them. I've reviewed these carefully and can't see any suggestion Soteria have at any point been unprofessional. I think the circumstances of this claim are unfortunate, but they've communicated with Mr B appropriately and tried to help him when they could.*

*So, although I think it's reasonable to accept Soteria's position K did let Mr B down regarding their customer service, I agree with them they've not acted unprofessionally themselves.*

#### **Summary**

*To sum up then, I've upheld Mr B's complaint about delays for the repairs, the courtesy car, K's communication – but not Soteria's communication.*

*Soteria in total offered £200, our Investigator recommended £300 – but I think £500 would be a fair amount. I say this because for eight months Mr B was dealing with a situation which should have been resolved relatively promptly. It's clear Covid played its part, and I've seen occasions where Soteria have asked Mr B what he'd like to do – and his choices have led to perhaps slightly longer delays than otherwise might have happened. But, ultimately, the*

*repair probably should have been properly completed in March 2020 – rather than seven months later in October 2020.*

*I've also factored in the inconvenience he's told Soteria about in September 2020 – when having to drive one of his Daughter's to her University.*

*Thinking about the reasonable costs, as I've mentioned above, I'll consider anything Mrs B wishes me to. I'll add it'd be helpful if Mrs B could back up any claims she makes with an invoice or other relevant evidence for those costs – showing the dates they were incurred. Without evidence of costs, it may not be appropriate for me to award them. And, as I said above, I'll share my thoughts on this with both parties before I issue my final decision.*

## **Responses to my provisional decision**

Soteria replied, and said they agreed with my provisional decision – but wanted to see the evidence of any costs in advance to agree them.

Mrs B replied, and said she accepts my findings. She wasn't though able to provide any evidence of the costs she'd incurred due to her and Mr B's personal circumstances.

I arranged for us to explain to Soteria, in advance of this final decision, that I was still planning on awarding the £140 costs – due to Mr B mentioning it during the dispute, and because of their personal circumstances. And, now I knew what I was awarding, I'd also add 8% interest on this figure.

Although we explained this to Soteria, and asked for their comments, none were received by the original deadline – or the further extension granted to them.

## **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.

As Mrs B accepted the outcome I reached, and Soteria didn't reply to our service's last contact by the deadline, I've seen no reason to change the outcome I've reached. Soteria will need to pay compensation and costs as set out below.

## **Putting things right**

I require Soteria to:

- Pay Mr B £500 compensation
- Refund the £140 Mr B had to pay for three days of hire costs
- Pay 8% interest\* from the date Mr B first mentioned these costs, to the date of settlement

\*HM Revenue and Customs requires Soteria to deduct tax from the interest payment referred to above. Soteria must give Mr B a certificate showing how much tax they've deducted if he asks them for one.

## **My final decision**

I uphold this complaint and require Soteria Insurance Limited to carry out the actions in the "Putting things right" section above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 24 May 2022.

Jon Pearce  
**Ombudsman**