

The complaint

Miss B complains that Soteria Insurance Limited mishandled her claim on her motor insurance policy.

Where I refer to Soteria, I include its claims-handlers, its repair garage and others insofar as I hold Soteria responsible for their acts or omissions.

What happened

The subject matter of the claim and the complaint is a hatchback car first registered in 2019. Miss B's mother had the car on a finance agreement, and she was its registered keeper. For the year from August 2020, Miss B had the car insured on a policy under which Soteria was responsible for dealing with any claims.

On 19 June 2021, vandals smashed most or all of the glass windows of the car. On about 21 June 2021, Miss B made a claim to Soteria. It didn't provide her with a courtesy car.

On 28 June 2021, Soteria had a query about Miss B's address. But Soteria didn't raise that with her until about 13 July 2021. Miss B complained to Soteria about delay and loss of use of her vehicle. Soteria offered £100.00 compensation.

By a final response dated 17 August 2021, Soteria upheld Miss B's complaint and made an offer of £150.00.

Soteria charged an excess of £75.00.

On 23 August 2021, Miss B wrote an email to Soteria and copied it to us.

On 10 September 2021, Soteria returned the car to Miss B.

our investigator's opinion

Our investigator recommended that the complaint should be upheld. She thought that Soteria should've validated the claim on 28 June 2021. She thought that – after that date – Soteria should've provided a courtesy car, but Miss B was without a car for a period of 74 days. The investigator thought that as there was also damage to the paintwork, an excess of £350.00 would've been applicable.

Taking into account the length of time Miss B went without a courtesy car, the unnecessary delays, the failures in communication and the confusion about how the claim was to be logged, the investigator recommended that Soteria should - in addition to its offer of £150.00 and waiving £275.00 (by reducing the excess from £350.00 to £75.00) - award Miss B a further £315.00 to make a total of £740.00 or £10.00 for each of the 74 days.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Miss B and to Soteria on 3 May 2022. I summarise my findings:

I was minded to find it fair and reasonable to direct Soteria to pay Miss B compensation calculated as follows:

Compensation	£820.00
Less excess waived	£325.00
Sub-total	£495.00

Subject to any further information from Miss B or from Soteria, my provisional decision was that I intended to direct Soteria to pay Miss B compensation of £495.00 insofar as it hadn't already paid that amount.

Neither Miss B nor Soteria has responded to the provisional decision. So I see no reason to change my view.

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.

Unfortunately, neither Miss B nor Soteria has sent us the policy schedule or policy terms that applied for the year from August 2020 and covered the incident in June 2021. Unhelpfully, Soteria sent us the policy documents that applied for the year from August 2021. On 11 April 2022, I got the investigator to ask Soteria for the earlier documents – but Soteria has not provided them.

From what Miss B and Soteria have each said, any claim for damage to glass was subject to an excess of £75.00 – whereas any claim for (other) damage to the vehicle was subject to a compulsory excess and a voluntary excess totalling £400.00.

Soteria has referred to the August 2021 policy terms. Under those terms, Section 2 covers damage to the car and Section 4 covers glass damage (including any damage to bodywork caused by broken glass). Section 2 includes the following:

“Courtesy cars: *If your vehicle suffers insured damage, our Claims team will advise you of your nearest Insurers appointed repairer. They are authorised to begin work on repairs on production of your ... Certificate of Motor Insurance or Cover Note and they will provide you with a courtesy car for the duration of the repairs, subject to availability. If the provision of a courtesy car is available, the Insurers approved repairer will not be obliged to arrange a replacement vehicle any larger than a small hatchback, typically with a 1 litre engine capacity...”*

So Section 2 says that the appointed repairer will provide a courtesy car subject to availability. And Section 4 says nothing about a courtesy car during a glass claim.

However, the policy terms name an insurance company other than Soteria and there's no evidence that they applied to the policy year in which Miss B's claim started.

I note that a garage inspected the vehicle shortly after the incident. The garage's report contains a list of required repair work. Much of it is to glass.

But the list of required work also includes repair and repainting of the left front and rear doors. And there's no evidence that such repair and repainting was caused by broken glass.

So I find it more likely that the claim was for damage to the car, not limited to glass damage.

Therefore I consider that Soteria should've provided a courtesy car, but Soteria could've charged a policy excess of £400.00.

Miss B was without her car or a courtesy vehicle from the date of her claim on 21 June 2021 to 10 September 2021. That was about 82 days.

Soteria has said that the garage offered a courtesy car that Miss B declined in late July 2022. But its evidence is second-hand and not supported by any records. So I prefer Miss B's evidence that the garage never offered a courtesy car.

I accept that the lack of a vehicle caused Miss B issues in her family life and in her working life. But I don't find it fair and reasonable to assess compensation by reference to the irrecoverable cost of activities that her children missed. And Miss B hasn't provided enough detail to show a loss of earnings.

Putting things right

I find that compensation of £820.00 would be fair and reasonable. I consider that, by reducing the excess from £400.00 to £75.00, Soteria compensated Miss B in the difference of £325.00. I find it fair and reasonable to direct Soteria to pay Miss B compensation as follows:

Compensation	£820.00
Less excess waived	£325.00
Sub-total	£495.00

I keep in mind that Soteria also offered £150.00 – but Miss B says she didn't receive that sum. If she has received the £150.00, then that would reduce the balance from £495.00 to £345.00. So overall, I find it fair and reasonable to direct Soteria to pay Miss B compensation of £495.00 insofar as it hasn't already paid that amount.

My final decision

For the reasons I've explained, my final decision is that I uphold this complaint. I direct Soteria Insurance Limited to pay Miss B compensation of £495.00 insofar as it hasn't already paid that amount.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 29 June 2022.

Christopher Gilbert

Ombudsman