

## The complaint

Mrs H complains that Premier Insurance Company Limited (Premier) didn't arrange for repairs to her car following an accident she was involved in, under her motor insurance policy.

## What happened

In June 2021 Mrs H was manoeuvring out of a parking space when she collided with a concrete post. She made a claim to Premier and it arranged for an inspection. However, no action was taken to repair the damage.

Mrs H says she has contacted Premier on many occasions. This has caused her significant inconvenience and frustration. She says she has been unable to sell her car due to Premier's failure to complete the repairs.

Premier says a system error meant it didn't receive an estimate from its appointed garage. It acknowledges its handling of the claim hasn't been good and Mrs H hasn't been kept informed of what was happening. It also acknowledges she was often kept on hold when calling and was passed through to an overflow team that couldn't help her. Premier offered £300 compensation for these issues.

Mrs H didn't accept this outcome and referred her complaint to our service. Our investigator upheld her complaint. Because of the poor customer service and delays she thought a total compensation payment of £1,050 was fair. In addition to Premier paying for the repairs to be completed at Mrs H's choice of repairers.

Premier didn't respond so the complaint has been passed to me to decide.

I issued a provisional decision in September 2022 explaining that I was intending to uphold Mrs H's complaint. Here's what I said:

### *provisional findings*

*I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.*

*I can see from the records provided that Mrs H first contacted Premier in June 2021 to make a claim. She says an inspection of the damage was arranged around this time. I understand photos were taken of her car when it was at her place of work.*

*I have read the notes provided by Premier and the testimony from Mrs H to understand why the repairs weren't carried out nearer to the time the claim was registered.*

*From the records provided I can see Mrs H's insurance broker contacted Premier in August 2021. It asked that someone should contact her. The notes don't show if this was actioned. Mrs H submitted a complaint later in August. The next entry in the notes is from March 2022. This is an internal email asking that Mrs H's claim be looked into. It says a mobile estimate*

*was performed in June 2021 but that this wasn't followed up and Mrs H was not informed of this.*

*Mrs H says she has made, "endless" calls to Premier when trying to sort out her claim. She received no updates and spent a lot of time being passed between departments. This involved waiting in long call queues. Mrs H says the time spent dealing with this matter on the phone has interrupted her work. She also says she intended selling her car but is unable to do so until the repairs are carried out, which has yet to happen.*

*We asked Premier if it had any further contact notes. But it says it has already sent all relevant records. I think it's unlikely that the notes provided show the full extent of the contact Mrs H made with Premier. It's now over a year since she registered her claim. I think it's reasonable to accept her testimony that she spent a great deal of time contacting the business over this period. I note that Premier acknowledges it has provided a poor service, particularly around communication.*

*I have thought about the impact this has had on Mrs H and whether Premier's compensation offer is fair. I don't think it is. We expect an insurance company to handle claims in an effective and timely manner. This claim has been outstanding for a long period because of an error on Premier's part. It hasn't shown that it kept Mrs H informed of what was going on. And I don't think its records are complete in showing the efforts she made when trying to progress matters.*

*It must have been very frustrating for Mrs H to continually have to contact Premier over such a long period and be provided with no clear understanding of when her car would be repaired. I note her comments that this interfered with her work duties and has also prevented her from selling her car. I think it's reasonable to accept a damaged car will be more difficult to sell, and this will also impact on its value. I don't agree with our investigator's recommended compensation for £1,050. But I do think the circumstances justify a higher payment than Premier offered. I think a total compensation payment of £750 is fair and in line with our services approach to such awards.*

*We asked Premier when Mrs H's car is expected to be repaired. It says although the repairs have been authorised it can't contact its repairer. Given the significant delays in arranging repairs and the lack of certainty provided by Premier regarding its chosen repairer, I think it's reasonable to allow Mrs H to choose an alternative. Premier can then pay the invoice Mrs H's provides to carry out the repairs it has approved.*

*In summary I don't think Premier treated Mrs H fairly when handling her claim. It should pay her a total of £750 compensation and arrange for the repairs to be completed in a timely manner. Alternatively, it should allow Mrs H to appoint her own repairer and pay the invoice for the repairs it has approved.*

*I said I was intending to uphold Mrs H's complaint and Premier Insurance Company Limited should:*

- pay a total of £750 compensation for the inconvenience and frustration it caused; and*
- arrange for the repairs to be completed in a timely manner; or*
- pay for Mrs H's chosen repairer to carry out the work.*

*I asked both parties to send me any further comments and information they might want me to consider before I reached a final decision.*

*Premier says it accepts my provisional decision and has no further comments or information for me to consider.*

Mrs H also says that she accepts my provisional decision.

### **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 neither party has made any further submissions or provided further evidence for me to consider, I see no reason to change my provisional findings.

So, my final decision is the same as my provisional decision and for the same reasons.

### **My final decision**

For the reasons I've given above and in my provisional decision, my final decision is that I uphold this complaint. Premier Insurance Company Limited should:

- pay a total of £750 compensation for the inconvenience and frustration it caused; and
- arrange for the repairs to be completed in a timely manner; or
- pay for Mrs H's chosen repairer to carry out the work.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H to accept or reject my decision before 21 October 2022.

Mike Waldron  
**Ombudsman**