

## **The complaint**

Ms S complains about the information given by Markerstudy Insurance Company Limited in relation to a claim on her commercial vehicle insurance policy.

Reference to Markerstudy includes its agents.

## **What happened**

Ms S holds a comprehensive commercial vehicle insurance policy with Markerstudy. After she was involved in a road traffic accident, she didn't think was her fault, she called Markerstudy to notify it of the incident and get help with a replacement for her taxi.

But in error, Markerstudy entered in the wrong registration number for the third-party vehicle which meant it showed as being uninsured. This in turn led to it informing Ms S it couldn't assist her with a replacement taxi while hers was off the road and that she'd need to claim on her policy with it and that the claim would be recorded as a fault claim.

Ms S ultimately didn't want to claim from her own policy and claimed directly from the third-party insurer with the help of an accident management company. She was provided with a replacement taxi three and a half days after the accident.

Ms S complains about the advice she was given when informing Markerstudy of her claim. She thinks its error meant she was unable to work for three and a half days while she was without a taxi. Markerstudy didn't uphold her complaint.

Ms S didn't agree and brought her complaint to us. One of our investigators didn't recommend it be upheld. He thought the terms of Ms S's policy didn't entitle her to a replacement taxi while hers was being repaired, and he said it was clear Ms S didn't want to claim under her own party. So, he didn't think Markerstudy's error was the cause of Ms S being without a taxi.

Ms S remained unhappy and asked for an ombudsman's 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.

Having done so, I'm not upholding it. I understand this won't be the answer Ms S was hoping for. I'll explain why below.

- Ms S's policy with Markerstudy doesn't include provision for a replacement vehicle while hers is being repaired. So even if she was claiming from her own policy, Markerstudy wouldn't be obliged to provide a replacement taxi while hers was being repaired.
- In this claim, it's clear Ms S didn't want to claim on her own policy anyway because

she wasn't at fault for the accident. I can understand her frustration in being told she was and that she'd need to claim on her policy with Markerstudy. But Markerstudy aren't obliged to help her claim from the third party.

- Markerstudy did make an error when typing in the registration of the third-party vehicle. But I'm not persuaded this was the cause of Ms S not being able to get a replacement taxi for three and a half days. She knew the correct registration of the vehicle as did the accident management company she used – and she wasn't claiming from her policy with Markerstudy. In any event, I've not seen persuasive evidence to show that if Markerstudy hadn't made the error, that Ms S would have been in the replacement taxi any sooner.
- Therefore, I don't find Markerstudy responsible for the time Ms S was without the use of a taxi and therefore don't find it responsible for any lost earnings during that time.

### **My final decision**

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms S to accept or reject my decision before 3 January 2023.

Joe Thornley  
**Ombudsman**