

## **The complaint**

Mr C complains that Motorplus Limited didn't log his claim on his motor insurance policy. He wants it to pay for his car repair.

## **What happened**

Mr C called his insurer's claims handler, Motorplus, to notify it of a damaged wingmirror on his car as required by his policy. Four months later, he called Motorplus as he hadn't heard anything further. Motorplus said it hadn't logged a claim and it apologised. It also said it was no longer Mr C's insurer's claims handler and he should call a different company. Mr C called it and told it about the damage for information purposes only. Mr C was unhappy with Motorplus's apology.

Our Investigator recommended that the complaint should be upheld. He thought Motorplus had made an error, and this had caused Mr C trouble and upset. And he thought it should pay Mr C £100 compensation for this. But he didn't think it should pay for the repair as it was for Mr C to make a claim on his policy if he wanted to pursue this.

Mr C agreed. But Motorplus replied that it thought Mr C never intended to make a claim on his policy. It said the inconvenience caused was one additional phone call. And so it thought it hadn't caused Mr C any detriment or inconvenience that warranted compensation.

## **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.

Mr C firstly emailed Motorplus to notify it of the incident. I can see that Mr C provided details of the incident, the other car's registration number and a video. He asked Motorplus to advise him on next steps. Motorplus tried to call Mr C back on two occasions without success. Then Mr C called it about another matter and this incident was raised. Motorplus agrees that it made an error by not then logging Mr C's claim and by not calling him back to discuss the claim as it then agreed to do.

When a business makes a mistake, as Motorplus accepts it has done here, we expect it to restore the consumer's position, as far as it's able to do so. And we also consider the impact the error had on the consumer.

I'm satisfied that Motorplus restored Mr C's position by providing the incident details to the new claims handler. Mr C decided not to make a claim on his policy, but to notify his insurer of the incident for information purposes only. Motorplus thought this meant that Mr C hadn't suffered any detriment from it not logging his claim.

But I can't see from the evidence what Mr C's intention was when he first notified Motorplus of the claim. He provided sufficient details for a claim to be set up and pursued. And he asked for advice which wasn't provided. So I can't reasonably say that Motorplus didn't cause Mr C a loss of expectation or delay in the claim. That he later decided not to claim isn't relevant to the service he was provided at the time.

In terms of the impact on Mr C, Motorplus said he had to make just one call to ask what was happening with the claim. This was four months after the incident. Mr C hasn't explained why he didn't call Motorplus sooner to chase this up. But I think Mr C could reasonably expect Motorplus to have logged the claim and to pursue the other driver. But it didn't do this. And I think this caused Mr C avoidable frustration and upset.

Motorplus apologised for its level for service. But I agree with the Investigator that this isn't sufficient in the circumstances. Mr C wanted Motorplus to reimburse the cost of repairing his wing mirror, about £300. But I don't think this would be fair or reasonable as Mr C can still make a claim on his policy if he wishes. I think, in keeping with our published guidance, that Motorplus should pay Mr C £100 compensation for his loss of expectation and the impact of its service errors.

### **Putting things right**

I require Motorplus Limited to pay Mr C £100 compensation for the distress and inconvenience caused by its level of service.

### **My final decision**

For the reasons given above, my final decision is that I uphold this complaint. I require Motorplus Limited to carry out the redress set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 6 March 2023.

Phillip Berechree  
**Ombudsman**