

## **The complaint**

Mr M's representative complains on his behalf that Berkshire Hathaway International Insurance Ltd (Berkshire) caused unreasonable delays after he made a claim on his motor insurance policy.

References to Mr M, or his representative, will include the other.

There are several parties and representatives of Berkshire involved throughout the complaint but for the purposes of this complaint I'm only going to refer to Berkshire.

## **What happened**

Mr M made a claim on his motor insurance policy after the catalytic convertor was stolen from his car in March 2022. At the same time he made a claim for some damage to the bodywork of the car.

Berkshire accepted the claim and Mr M's car was taken to a Berkshire approved repairer for a new part fitting on 8 April 2022. This garage was 70 miles away from Mr M's home. In addition the replacement part had to be ordered from the manufacturer and there was no timescale given for it arriving.

Mr M contacted Berkshire a number of times to progress his claim and to look at alternative options. Berkshire said there were issues in obtaining the part required.

Mr M requested he was reimbursed of his travel expenses whilst he was without his car. But Berkshire said it did not reimburse travel expenses because of a claim. It said it would provide a replacement car when the repairs to his car started.

In July 2022 the part had still not arrived. Berkshire agreed Mr M could organise his own repairer to install a part that was not from the main manufacturer.

When the car was returned from Berkshire's approved repairer it was found the battery was flat due to it not being used since March 2022. A new one had to be installed.

As Mr M was not happy with Berkshire, his representative brought the complaint to our service.

Our investigator upheld the complaint. They looked into the case and said Berkshire should reimburse Mr M's travel costs between 8 April 2022 up until the repair is carried out or a cash settlement is approved for Mr M to get the repairs completed by his own repairer.

As Berkshire was unhappy with the investigators view the complaint has been brought to me for a final decision to be made.

## **In my provisional decision I said**

*In this case Mr M was not able to use his car for many months due to the delay in obtaining*

*the part to complete the repair. As a courtesy car was not included as part of his policy, Mr M had no other option than to rely on other methods of transport including taxis and buses. This was at a significant cost to himself.*

*I looked at the terms and conditions of Mr M's policy. On page 10 it says; "If your car is damaged, and the damage to your car is covered under your policy, our claims team will arrange for a fast and efficient repair through our insurer's approved repairer network. We will instruct one of our approved repairers to collect your car. You will be provided with a courtesy car, free of charge, while your car is being repaired, subject to availability. The courtesy car is only available while the policy is in force and the use of a courtesy car ends when the policy is cancelled."*

*I accept that a courtesy car is only required to be provided whilst Mr M's car is being repaired. However in this case Berkshire did not provide a fast and efficient repair as there was a delay in obtaining the part required to repair his car. Although I understand that availability of the part was outside of the control of Berkshire, I think that at the time it became aware there was an indefinite delay, it is reasonable that it should have offered Mr M some alternative options.*

*Mr M did request a courtesy car, but he was told one was not available.*

*I saw that after Mr M suggested the use of a non-manufacturer part, Berkshire eventually agreed to this. And Mr M's own repairer took over the repairs to the car on 24 August 2022.*

*After our investigator issued their view in September 2022 Berkshire offered Mr M £350 towards his travel costs. It then further increased its offer to cover Mr M's travel costs up to the time the repairs were taken over by his own repairer on 24 August 2022.*

*Mr M's representative said he was hoping to be reimbursed for the full sum of losses up to 21 September 2022 which is when Berkshire approved the repair costs. And our investigator said Berkshire should reimburse Mr M's travel costs between 8 April 2022 up until the repair was carried out or a cash settlement was approved.*

*I have considered this, but I do not think it is reasonable for Berkshire to have to cover any costs after 24 August 2022. This is because Berkshire was no longer in control of the repairs or the time taken to complete them, once the car was with Mr M's own repairer.*

*Therefore, I intend to uphold Mr M's complaint and I require Berkshire, on receipt of evidence, to pay him his travel costs up to 24 August 2022. Plus, on receipt of a copy of an invoice pay the cost of the replacement battery.*

## **Responses to my provisional decision**

Mr M responded to say he accepted my provisional decision.

Berkshire responded to say it accepted my findings and once Mr M provided his BACs details, plus evidence of the travel costs and cost for the replacement battery it would reimburse those costs.

## **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 both Mr M and Berkshire accepted my provisional decision, I maintain my provisional decision. I uphold Mr M's complaint and require Berkshire, on receipt of the evidence requested, to pay him travel expenses from 8 April 2022 up to 24 August 2022. Plus, on receipt of a copy of an invoice, pay the cost of the replacement battery.

### **My final decision**

I require Berkshire Hathaway International Insurance Ltd to pay Mr M the cost of his travel expenses from 8 April 2022 up to 24 August 2022. And pay the cost of the replacement battery.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 15 February 2023.

Sally-Ann Harding  
**Ombudsman**