

The complaint

Mr F has complained about Accredited Insurance (Europe) Ltd. He isn't happy about the way it dealt with a claim under his motor insurance policy.

What happened

Mr F made a claim under his motor insurance policy after he was involved in an accident. Accredited looked into the damage caused and decided his car was repairable. Unfortunately the repair was delayed for quite a period of time, so Mr F complained to Accredited and then this Service. Mr F thought he should be compensated and that he should get some of his insurance premium and car tax back.

Our investigator looked into things for Mr F and he thought the complaint should be upheld. So, he thought Accredited should pay Mr F £200 by way of compensation. Although he didn't think Accredited should pay Mr F's car tax or his insurance premium as Mr F would've always had to pay these.

Mr F accepted the compensation offered but thought he should still get some of his premium returned while Accredited maintained that it wasn't responsible for any delay. So the matter has been passed to me to decide.

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.

I can understand Mr F's frustration here as he's been left without his car for a considerable amount of time. And as his car was new Mr F felt he missed some of the fun of having his new car and I agree that he should be compensated for this as well as for any avoidable delay. I know Accredited feels that all of the delays were outside of its control. But even if that was the case then I would still feel that Mr F should be compensated as he was without his new car for a long period of time which wasn't his fault. Indeed, when Mr F submitted his complaint to this Service he was still without his car.

However, I agree with the investigator that although some of the delays were unavoidable (as the repair was complicated) that there were some avoidable delays as well. And Mr F had to chase for updates when he should have been kept up to date, especially given the long delay in repairing his car. So, I agree that Mr F should be compensated for this and £200 compensation feels fair.

Fortunately, Mr F had the use of a courtesy car which limited the impact on him as he was able to stay mobile and drive, although I accept that this may have been inconvenient and the car may not have been as good as his own. And his car tax and insurance premium would always have been due (especially as Mr F had made a claim under the policy) so I don't think Accredited should contribute here. I know Mr F feels his car's value had fallen because it was older, but this would always have happened and the fact that he has used

the courtesy car as opposed to his own means that his car should have a lot less mileage on now which would mean the car's value was higher.

Given all of this, I think the fair and reasonable thing to do, in the particular circumstances of this case, is for Accredited to pay Mr F £200 compensation for the clear stress and inconvenience caused.

My final decision

It follows, for the reasons given above, that I think Accredited Insurance (Europe) Ltd should pay Mr F £200 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 3 November 2023.

Colin Keegan
Ombudsman