

The complaint

Mr C complains about One Insurance Limited's ("One Insurance") handling of his claim under his motor insurance policy.

What happened

The background to this complaint is well known to the parties so I won't go into detail but will summarise the key points. Mr C contacted One Insurance to report the theft of his car. A claim was registered for this but was later changed to a repair claim after Mr C's car was recovered. Mr C complained to One Insurance about delays in the claims process and his car being returned to him without the repairs being fully completed. Mr C says he later decided to send his car to another garage to complete the repairs. One Insurance responded and agreed with Mr C's complaint about their claims handling and delays. One Insurance upheld the complaint and offered £200 compensation.

Our investigator looked into things for Mr C. She upheld the complaint and recommended, in addition to the £200 already offered, One Insurance increase their offer by £100. She also recommended One Insurance reimburse Mr C for car hire charges which he paid. One Insurance haven't responded so the matter has come to me for a 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've decided to uphold the complaint. And, I think the investigator's recommendation here is a fair way to resolve matters.

My role requires me to say how a complaint should be settled quickly and with minimal formality and so I'll focus on what I consider to be the crux of the complaint and the main areas of dispute. I think it's important to add, I won't be commenting on every event during the claim, instead I have taken a broad approach to the overall service provided.

Firstly, I've looked at the service given to Mr C. The key facts about the complaint aren't in dispute. One Insurance have admitted they got things wrong in their claims handling. They've said, following Mr C's report, he informed them his car had been recovered - and a few days after this, the claim was authorised to continue. One Insurance accept they delayed in establishing if Mr C's car had any damage, so no further action was taken to progress the claim. They say Mr C then confirmed the damages, but this wasn't raised with their repairs team.

One Insurance say Mr C then reported a separate incident, and the original theft claim was put on hold when it shouldn't have been. The claim notes show Mr C's car was then collected for repairs around two months after he reported the claim. The only issue I have to decide is whether One Insurance's offer to put things right is fair and reasonable.

I think it's right that One Insurance should compensate Mr C for the trouble, frustration and inconvenience caused by their poor service. To help decide what a fair and reasonable level

of compensation should be, I've looked at the errors by One Insurance and what the impact of those errors have been.

The claim notes show Mr C had to chase One Insurance a number of times to find out what was happening. It's clear Mr C was becoming frustrated at the length of time things were taking and he also raised a concern about long waiting times when contacting the customer services team for updates. The delays caused by One Insurance meant it took longer than it should've for the repairs to start to Mr C's car. And there was further frustration caused to Mr C when, even after the claim started to progress, it was placed on hold in error. So, taking into account the impact of the delays on Mr C, I think the £200 offered by One Insurance is fair and reasonable in the circumstances.

I don't however believe this compensation goes far enough to reflect the full impact on Mr C. I say this because it's clear Mr C had informed One Insurance about specific problems with his car – this included an issue with the handbrake and his car going into limp mode. Despite this, when Mr C went to collect his car after being informed the repairs were complete, there was still an issue with the handbrake and his car still went into limp mode. One Insurance then agreed for Mr C's car to be returned to the garage for repairs. I can't say the repairs were therefore carried out to a satisfactory standard which caused Mr C frustration and inconvenience. Taking into account the impact of this on Mr C, I think One Insurance should pay an additional £100 compensation.

I can see Mr C also incurred hire charges of £143.67 for the courtesy car. Mr C has provided an invoice – which has also been forwarded to One Insurance - which shows he was charged for eight days use of the courtesy car. And this was during the period Mr C's claim wasn't being progressed by One Insurance. The information shows, for the period prior to this, One Insurance paid the charges for the courtesy car, so I think it's fair and reasonable in the circumstances for One Insurance to reimburse Mr C the hire car charges he paid.

Putting things right

I've taken the view that One Insurance have made errors in their handling of Mr C's claim. So, in addition to the £200 already offered, they should increase their offer by an additional £100 for the trouble, frustration and inconvenience caused – bringing the total compensation for this complaint to £300. One Insurance should also reimburse Mr C the car hire charges he paid in the sum of £143.67.

My final decision

My final decision is that I uphold the complaint. One Insurance Limited must take the steps in accordance with what I've said under "Putting things right" above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 26 October 2023.

Paviter Dhaddy
Ombudsman