

The complaint

Miss B complains about how One Insurance Limited (“One”) handled a claim under her motor insurance policy.

What happened

Miss B had a motor insurance policy with One covering her car.

In April 2022 her car was damaged and she made a claim. When she applied for cover with One, Miss B hadn’t declared two previous motoring convictions.

One accepted her claim, but said it would pay for 75% of the damage due to Miss B’s non-disclosure. Miss B accepted this.

The car was worked on by One’s approved repairer but Miss B wasn’t happy with the service and repairs. One moved her car to another approved repairer in late April. It paid Miss B £75 compensation.

In June, Miss B hadn’t been updated and she complained again to One about the lack of progress and updates.

She then said she wasn’t happy with the repairs done by the second repairer. One paid a further £75 compensation.

Miss B felt she had to cancel trips away because of the claim delay. One’s repairers provided her with a courtesy car.

She remained unhappy with One’s communication and updates and she brought her complaint to this service.

Our investigator looked into it and thought it would be upheld. He thought One’s service had been poor during the May-June period and its actions had caused Miss B distress. He thought One should pay a further £100 compensation.

Miss B agreed with the view. One didn’t respond. Because it didn’t respond, this complaint has been passed to me to make a final 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.

In later correspondence with Miss B, I can see some references to repairs not being completed and a mention of peeling paint. I can’t see that Miss B has raised these as further issues with One, so I can’t consider this further here.

If she is unhappy about the way One settled her claim and the quality of repairs then she is free to make a complaint to One, and this service in due course if she remains unhappy.

I can also see Miss B's premium increased substantially at renewal and this has caused her substantial distress. I can see Miss B has had the reason for this explained to her by this service.

Having read the file, I'm upholding Miss B's complaint. I can see Miss B's claim has involved a series of instances of poor service from One and its approved repairers.

During her claim, Miss B repeatedly encountered this poor service. I can see there were many times when Miss B had to contact One and its repairers because One didn't call her about how her claim was progressing. One did change the repairer in recognition of her concerns, and I think this was fair.

I can see that she was provided with a courtesy car by the repairers, which meant her inconvenience should have been minimal. I know Miss B has said she cancelled some trips away, but I can't reasonably say One is responsible for this.

I've considered this service's guidelines on compensation and I think some distress and inconvenience has caused by One. Taking everything into account, I think One should pay Miss B a further £100 compensation, in addition to the amounts it's already offered her (two payments of £75).

My final decision

For the reasons set out above, my final decision is that I uphold this complaint.

One Insurance Limited should pay a total of £250 compensation to Miss B for her distress and inconvenience during her claim, which is £100 in addition to the £150 it's already offered her. If payments have already been made, then they can be deducted.

One Insurance Limited must pay the amount within 28 days of the date on which we tell it Miss B accepts my final decision. If it pays later than this, it must also pay interest on the amount from the date of my final decision to the date of payment at 8% a year simple.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss B to accept or reject my decision before 24 April 2024.

Richard Sowden
Ombudsman