

The complaint

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

What happened

Mrs D had a motor insurance policy with One covering her car.

Mrs D has supplied One and this service a detailed timeline of her claim and I thank her for her efforts.

I’ll not include full details of the claim and complaint here. Instead, I’ll write about the key events on the timeline as I see them.

In June 2022 her car was damaged by a third-party driving a large lorry.

She contacted One and made a claim. The car was recovered and taken to One’s approved repairer.

The car was returned to Mrs D in mid-August 2022. She wasn’t happy with the quality of the repairs. One told her to reject the car.

About two further months later the work hadn’t been completed and further issues had been caused during the repairs. One offered Mrs D £100 compensation.

A hire car was taken back by One and not replaced. Mrs D was told by the repairer that her car was fine to drive.

Mrs D arranged for an assessment by the car’s manufacturer but One rejected its estimate for repairs.

One told Mrs D it would get an independent assessment carried out. It took a further two months for this to happen. The assessor said they had safety concerns with the quality of repairs in mid-January 2023 which was seven months after the initial incident. The assessor said her car was “unroadworthy” and needed about £9,000 worth of repairs.

Mrs D complained to One. It offered her £100 compensation and £350 in its final response. She remained unhappy and brought her complaint to this service. She complains about the quality of repairs, delays to her claim and One’s poor customer service.

In May 2023 when Mrs D approached this service, repairs still weren’t complete on the car. This was eleven months after the collision.

Our investigator looked into Mrs D’s complaint and thought it would be upheld. He thought One’s service had been poor over an extended period and its actions had caused Mrs D significant amounts of distress and inconvenience. He thought One should pay a total of £750 compensation.

Mrs D agreed with the view. One said it didn't agree and it thought its offer was fair. Because it didn't agree, 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.

I'm upholding Mrs D's complaint.

Having read the file I can see Mrs D's claim has involved a series of instances of poor service from One and its approved repairer. It's important I say that One is responsible for the actions of its approved repairer as its agent.

Put simply, One's approved repairer had her car for about four months from the date of the collision. And in that time it didn't repair her car to a satisfactory standard, which was confirmed by an independent engineer sent by One, and by the car's manufacturer.

During that time, Mrs D repeatedly encountered poor service and poor communications.

I can see there were many times when Mrs D had to contact One and its repairer because One wouldn't call her about the situation.

One's approved repairer tried to return her car to her in a poor condition unsuccessfully, and then again successfully by telling her the car was ok to drive.

I can also see One told Mrs D to reject the car when it was initially returned to her. Having done so, I find it extraordinary that One didn't deal with her claim and complaint better as it's clear to me that the repairer wasn't able to carry out the repair to the right standard.

One also rejected the cost of repairs raised by the car's manufacturer, following an assessment arranged by Mrs D. Having rejected it, I can see that One didn't instruct its own engineer for a further two months, during which time Mrs D didn't have a hire car and was driving her young family around in the car. It wasn't able to explain why this took two months to arrange.

Then One's engineer said they thought her car was unroadworthy. In their report, there are references to visual damage to the suspension and alignment of the wheels, as well as numerous cosmetic issues with the paint repairs, and dents to panels.

I find One's poor service remarkable and I can see from her evidence that the impact on Mrs D is considerable.

I've considered this service's guidelines on compensation and I think her distress and inconvenience has been substantial. Taking everything into account, I think One should pay Mrs D a total of £750.

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 £750 compensation to Mrs D. If any amounts of compensation have already been paid then they can be deducted.

One Insurance Limited must pay the amount within 28 days of the date on which we tell it Mrs D 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.
text here

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs D to accept or reject my decision before 11 December 2023.

Richard Sowden
Ombudsman