

The complaint

Mr T and Mrs T complain about how QIC Europe Ltd handled a claim made on their motor insurance policy. Mrs T is a named driver on Mr T's policy.

What happened

Mrs T was involved in an incident with another driver, and she notified QIC. It told them that this would be a non-fault claim and it would make contact with the other driver's insurer and obtain a police report. It also explained the repairs and hire process. But Mr T thought it was taking too long to obtain a police report and he was worried the claim would be recorded as a fault. QIC told him that he would have to pay the cost of the police report if it closed the claim as for notification only. Mr T was unhappy with this.

Our Investigator recommended that the complaint should be upheld. He thought the claim process had been clearly explained to Mr T initially, apart from setting his expectations about the delay in getting a police report. But he thought QIC hadn't been proactive in progressing the claim. It hadn't done enough to contact the witnesses, enquire about CCTV or raise allegations with the other driver's insurer. But he thought QIC wasn't responsible for delays in the police providing a report.

He thought the repairs to Mr T's car should have been completed and the claim settled as non-fault. But Mr T wanted to deal with his own repairs and have the claim recorded as for notification only. So he thought QIC should waive the costs of the police report and close the claim as for notification only. The Investigator also thought QIC should pay Mr T £200 compensation for his inconvenience.

QIC replied that it agreed to waive the costs of the police report and close the claim as notification, but it thought compensation wasn't warranted. QIC asked for an Ombudsman's review, so the complaint has come to me for 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.

Mr T complained to QIC about delays in the claim and its level of service. He said that five months after the incident and three months after he made a claim, his car hadn't been repaired, and the police report hadn't been provided. I can understand that Mr T felt frustrated that there was slow progress in the claim. Three months later, QIC told Mr T that as he hadn't contacted the approved repairer it had closed the claim as for notification only. And it said that he would then need to pay for the cost of the police report it had obtained.

I've listened to the claim notification call. Mrs T was hit by another driver in a car park when he crossed into her lane, and this was witnessed by a security guard. Mrs T reported this to the police when the other driver didn't return to his car, but it took two months for this to be investigated. Mr T then reported the claim. Mr T emphasised that the police had full details of the incident.

QIC said that as it had the other driver's details and he was insured, then the claim would be recorded as non-fault, and it told Mr T that it would instruct a repairer. The car was driveable,

and Mr T had access to other cars, but QIC said it would put Mr T in contact with a credit hire company for when his car was taken for repairs. QIC said Mr T would have to pay his policy excess after the repairs were made, but it said it would pursue the other insurer to reimburse this. QIC said it would obtain the police report. Mr T provided the contact details for the security guard.

So I think QIC reasonably explained the claim process to Mr T, although it didn't set his expectations for how long it may take to obtain a police report.

I can see from QIC's file that after Mr T raised the claim it emailed its approved repairer the same day to instruct repairs. The incident had occurred in a car park and QIC's file notes that CCTV footage may be available. But I can't see that this was followed up with the security guards who witnessed the incident.

The email to the approved repairer was sent to the wrong address. Mr T brought this to QIC's attention a month later and it resent the instruction. The car was then taken for repairs, but Mr T was unhappy that the repairer said this was a fault claim and he had to pay his £350 policy excess. QIC explained, as it already had, that it was treating the claim as non-fault, but the excess was payable until it had an admission of liability from the other driver's insurer.

Mr T was unhappy to book his car in for repairs until he was assured that the claim would be non-fault. QIC told him it couldn't pursue the other insurer until repairs had been completed and it had an outlay to recover. It also said that it could take months before it received the police report. But I can see from QIC's file that it only then requested the police report and made contact with the other insurer, four months after the claim was notified.

The police report was received a month later. QIC told Mr T that the report didn't include evidence support his claim. And it said it had tried to contact one of the witnesses, but he hadn't responded.

I think QIC didn't progress the claim as it should have. I think QIC caused an initial month's delay in the claim when it sent the email to instruct repairs to the wrong address. It redressed this when it was pointed out by Mr T, but I think this caused an avoidable delay.

QIC then didn't contact the police, the other insurer or the witness until after four months. QIC has a duty to deal with complaints fairly and promptly. I think it should have contacted the witness as soon as it was notified while the matter was still reasonably fresh. And I think it should have made a further attempt to make contact when there was no response, but it didn't. And so it also lost any opportunity to obtain any CCTV forage that may have been available.

I also think that QIC should have asked for the police report when Mr T provided the details. It's not responsible for any delay caused by the police in responding. But it could have hastened matters if it had requested the report earlier than it did.

And I think QIC had sufficient information to make contact with the other insurer to raise allegations before it had an outlay to recover. Again, it's not responsible for any delays caused by the other insurer, but this and further prompts, could have avoided further delays in the claim.

Mr T said he had never asked for the claim to be closed. And I would usually expect QIC to deal with his accident-related repairs. But he's now decided to make his own repairs and QIC has recorded the claim as for notification only and agreed to waive the cost of the police report. So I won't consider this point further.

Our Investigator recommended that QIC should pay Mr T £200 compensation for the trouble and upset caused by its handling of his claim and the avoidable delays. I note that Mr T was still mobile, and he was reluctant to start repairs until liability was agreed. But I can see that Mr T had to do chase for updates on the claim. And he was caused avoidable frustration by

QIC's delays and level of service. So I think £200 compensation is fair and reasonable as it's in keeping with our published guidance for the impact the errors had.

Putting things right

I require QIC Europe Ltd to do the following:

1. Record the claim as for notification only and waive the charge for obtaining the police report, as it's already agreed to do.
2. Pay Mr T £200 compensation for the distress and inconvenience caused by its handling of his claim.

My final decision

For the reasons given above, my final decision is that I uphold this complaint. I require QIC Europe Ltd to carry out the redress set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T and Mrs T to accept or reject my decision before 1 March 2024.

Phillip Berechree
Ombudsman