

The complaint

Miss J has complained about the poor service she received from U K Insurance Limited (UKI) when her car needed repair following two accidents.

What happened

Miss J was involved in an accident in 2021 where her car was damaged and UKI's approved repairers repaired her car. Miss J wasn't happy with the repairs done at that time and complained and UKI provided its final response letter to her concerning that. Miss J didn't bring any issues concerning the 2021 repair to us within the six-month time limit after that final response letter. And UKI said it didn't agree to this service dealing with Miss J's complaint concerning the issues covered off in that final response letter.

However, in 2023 when Miss J needed to change her wheel due to a flat tyre, she found problems with the repairs done to her car in 2021. This is because the spare tyre well was full of water.

Very shortly after this, again in 2023, Miss J was involved in another accident where her car was damaged which needed to be repaired again by UKI's approved repairers. But again, there were problems with the repairs to Miss J's car. The approved repairers also said this was due to some problems with the initial repair in 2021.

Miss J said she was so exasperated that she instructed her own independent engineer who said the neither the 2021 nor 2023 repairs were done to a reasonable standard. However, there was then difficulty with UKI sourcing another approved repairer to do the necessary rectifications. Eventually Miss J virtually sourced her own repairer with whom UKI agreed, and so the repairs were then rectified and completed properly.

Miss J complained to UKI about this. She also said UKI delayed in dealing with her complaint.

UKI said it paid Miss J £350 compensation for the issues with its repair of her car in 2021. As Miss J didn't bring that complaint to us in time, it didn't agree we can look at that complaint now, with the subsequent issues of this complaint. It also said it paid her £650 compensation for her complaint concerning the repairs for the 2023 accident plus the issue concerning her tyre, which nonetheless appeared to concern the faulty repairs in the 2021 incident. It also refunded her independent engineer costs.

Miss J remained unhappy and brought her complaint to us. The investigator agreed Miss J had been through quite an ordeal. She noted UKI itself agreed it could have handled matters better. However, the investigator did think UKI's payment of £650 compensation was fair, so she wasn't asking UKI to do anything more.

Miss J didn't agree so her complaint was passed to me to decide.

I issued a provisional decision on 18 January, and I said the following:

'Having done so I'm upholding this complaint for further compensation. I'll now explain why.

There is no dispute that UKI didn't handle things as well as it should have for Miss J. UKI has clearly said this, and furthermore it agreed to pay Miss J £650 compensation for this, plus refund her the costs of the independent engineer. I don't consider it's necessary to recount all the instances of what went wrong and when as there is no dispute between the parties on the catalogue of the extensive number of errors. For the avoidance of any doubt, and as agreed by all parties, this decision is dealing only with UKI's handling of the matter from the time Miss J needed to replace her tyre in May 2023 onwards.

However, Miss J has said this compensation didn't feel like it was enough for the excessive inconvenience caused to her. I've read UKI's files showing all the contacts and chasing Miss J had to do, to include issues over the hire car UKI had provided, dealing with repairing garages, trying to find one who would agree to rectify previously substandard repairs etc. It was extensive and sadly excessive. I have to commend Miss J for her polite attitude throughout, but I can see she had to be excessively persistent and indeed keep all the extensive number of issues moving along, more so when one or more of those issues fell below anyone's radar.

From UKI's perspective once it gave Miss J a nominated contact to liaise with her things became a lot more coherent and this contact worked very hard on UKI's behalf too. But even then, he had to apologise that when he went on a week's leave despite having arranged for someone else to pick up the contact with Miss J, that failed to happen too. And of course, it's not UKI's fault that Miss J was unfortunate enough to be involved in two presumably non-fault accidents and get a flat tyre. But it is UKI's fault its approved repairers didn't do the repairs competently in 2021 causing the issues with the flat tyre plus the substandard repair issues of the 2023 repair but with different approved repairers. This caused significant delays, and therefore distress and upset for Miss J. At one time there were significant discussions about writing her car off given the difficulty in finding any garage who would agree to repair the substandard repairs of 2021 and 2023.

Compensation is a very subjective concept. Obviously, a consumer in Miss J's position here, may well feel very aggrieved with some justification, but against that my role isn't to punish or fine businesses for getting it wrong either. My role is merely to compensate for the distress and inconvenience a business caused the consumer. Our website deals with our approach to compensation in more detail.

However, Miss J explained in some detail why she felt the compensation of £650 paid by UKI didn't feel right. She explained she had just started a new job in a position with considerable responsibility. She lost three days of being able to get to work given issues with the hire car. Consequently, her planned out of office meetings which involved all sorts of medical and care personnel had to be cancelled. Given the nature of these meetings it was harder to reorganise since those people weren't work colleagues or indeed business colleagues in a commercial sense. She was obviously trying to make a good impression with her new employers too, but instead found herself having to leave her desk to take or make extended lengthy calls. She said the following:

'People's first impressions of you are very difficult to alter. The fact I had weeks of having to answer numerous calls- which weren't quick calls either

whilst in the office, returning to my desk stressed, flustered and embarrassed. It was just so upsetting.

...

...I had to cancel planned meetings, care home reviews etc. not to mention the embarrassment of having to explain this to my new manager in addition to all the other drama and numerous calls I had to take whilst in work to try and sort this debacle out.'

I consider that as Miss J was in a new job and was trying hard to make a good impression, that has increased the impact of UKI's failings for her. Her new job started in April and these issues started with the tyre issue in May, the second accident a little later and UKI's final response letter was issued in September. So, for her first five or more months working presumably under probation too with her new employers, she was dealing with UKI over this matter. I consider this level of inconvenience encroached into some reputational issues too. I can understand and appreciate why when you're just starting out in a new job that you don't need to be arguing with your motor insurers, chasing car hire people, explaining to car repairers why something isn't right, reminding your insurers of all the issues that might need considering at any one time, during your working day, all involving lengthy phone calls which were frustrating and very stressful. I can understand why having no car to drive, for three days, so you couldn't attend pre-arranged meetings might also be so embarrassing and distressing in having to explain this to your new manager too.

Therefore, for these reputational reasons alone, I think UKI should increase the compensation by a further £200, which would bring it up to £850. I appreciate this is below the amount that Miss J said on her complaint form. However, bearing in mind our approach to compensation and that I have no authority to fine or punish businesses for making mistakes, I consider this amount is fair and reasonable, given the circumstances which unfolded for Miss J in her dealings with UKI.'

Miss J agreed with my provisional decision and was grateful that she felt listened to. She remained of the view that it was a pity the compensation could not have been higher to reflect the extent of her distress and inconvenience but understood my reasoning. Her wish primarily was that no one else should have to go through what she went through.

UKI said it wasn't that aware of the impact the issues had on Miss J and intimated that she didn't raise this at the time.

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 again, and more particularly having read through the extensive files UKI provided again, it's very clear to me that in writing the final response letter UKI's operative was fully aware of the impact to Miss J and went so far to acknowledge much of it.

Therefore, I remain of the view that Miss J is to be commended for her politeness through all of this, but she did cogently raise issues concerning the impact on her too.

Therefore, I remain of the view that it's fair and reasonable that UKI should pay a further £200 compensation.

My final decision

So, for these reasons, it's my final decision that I uphold this complaint and require further compensation to be paid to Miss J.

I now require U K Insurance Limited to pay Miss J a further £200 compensation bringing the total payable to her to be £850

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss J to accept or reject my decision before 29 February 2024.

Rona Doyle
Ombudsman