

The complaint

Mr and Mrs A complain that One Insurance Limited (“One”) is responsible for mishandling a claim on her motor insurance policy.

What happened

Mr and Mrs A had a 2018 car. For the year from mid-February 2021, she insured it on a comprehensive policy with One. The policy covered Mrs A as the policyholder and Mr A as a named driver.

The subject matter of the claim and the complaint is a plug-in hybrid car with automatic transmission, first registered in August 2021. Mrs A or Mr A acquired the car on a finance agreement. She changed the vehicle on the policy from the 2018 car to the 2021 car.

Mrs A and One renewed the policy for the year from mid-February 2022.

Unfortunately, she reported that in July 2022, an accident damaged the car.

One appointed a repairer. Much of the complaint is about acts or omissions of the repairer. Insofar as I hold One responsible for them, I may refer to them as acts or omissions of One.

Mrs A complained to One about the handling of her claim, including delays to the repair of her car. That was her first complaint.

By a final response dated 10 January 2023, One responded to the first complaint. It offered £150.00 which it later increased to £250.00.

Mrs A brought the first complaint to us in June 2023.

In August 2023, Mr and Mrs A complained to One again about further delay. That was the second complaint.

By a final response dated 31 August 2023, One upheld the second complaint and offered to pay Mrs A a further £300.00.

On about 4 September 2023, One said it had completed the repair and Mr and Mrs A got the car back.

Mr and Mrs A brought the second complaint to us in mid-September 2023. Mr A added some complaints about the condition of the car, which later became the third complaint.

In December 2023, an ombudsman upheld the first complaint about events up to 10 January 2023. He directed that One should:

1. reimburse Mrs A the cost of taxis between making the claim and 10 August 2023 plus 8% simple interest from the date Mrs A paid for the taxi, to the date One pays her; and

2. reimburse Mrs A for the hire car she took out for her trip away plus 8% simple interest from the date Mrs A provided the invoice to One to the date One pays her; and
3. pay Mrs A an additional £150.00 compensation for distress and inconvenience.

Mrs A accepted that outcome of the first complaint.

In mid-January 2024, our investigator of the second complaint said that he could only consider events which took place after 10 January 2023, until 31 August 2023.

Our investigator recommended that the complaint should be upheld. The investigator recommended that One should pay Mrs A £650.00 compensation for what had happened.

Mrs A accepted the investigator's opinion on the second complaint.

One didn't respond to the investigator's opinion on the second complaint. So the investigator asked for an ombudsman to review that complaint.

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.

Scope of this decision

The Financial Ombudsman Service is bound by the Financial Conduct Authority's dispute resolution rules.

One of those rules is that, before we can investigate a consumer's complaint, the consumer must first have made that complaint to the firm and waited for up to eight weeks for a final response.

It follows that we can't usually investigate a complaint about acts or omissions that have happened since the complaint that the firm answered (or should've answered) in the final response.

Also, we can't re-open the outcome of a final decision that a consumer has accepted.

So the scope of this decision is the delay and communication from 10 January 2023 to August 2023.

Consideration of the second complaint

In my view, it is relevant background to say that Mrs A and Mr A had already suffered delay up to 10 January 2023 and continued to wait for an outcome to the first complaint. So I would've expected One to try to make up time already lost.

Regrettably, One's claim file doesn't show that it took any steps to contact its repairer – even after Mr A contacted One, for example in February 2023.

I accept Mr A's statement that on multiple occasions, the repairer mislaid undamaged and re-usable parts of the car such as clips and brackets. Sourcing replacements caused further delays.

I also accept his statement that the repairer installed a wiring loom incorrectly and had to re-do it. That also caused delays.

I also accept Mr A's statement that the repairer waited for delivery of parts before booking time to fit them. So there was delay – sometimes of weeks - between delivery and fitting.

Overall, I'm not satisfied that One treated Mrs A and Mr A fairly.

I've thought about the impact of that on Mrs A and Mr A.

First, they were paying about £430.00 a month for the car, with hybrid propulsion and automatic transmission. One only provided a smaller and less valuable courtesy car with a petrol engine and manual transmission.

One wasn't obliged to provide a like-for-like courtesy car and I don't find it fair to hold One responsible for a financial loss. Nevertheless, I accept that the ongoing delays caused Mr and Mrs A prolonged inconvenience and a sense of loss.

Whilst there's not enough medical evidence to show that One caused damage to their health, I consider it relevant that Mrs A and Mr A were taking medication to manage high blood pressure.

Also, Mrs A had a knee problem and Mr A had a back problem. So they struggled with the manual transmission of the courtesy car as the months went by.

I also accept Mr A's statement that he and Mrs A have children and grandchildren. So the smaller courtesy car affected what they were able to do as a family – for much longer than was reasonable.

Part of that impact was that Mr and Mrs A had to spend time to contact the repairer on multiple occasions over the period of about seven months.

Another part of that impact was that Mr and Mrs A were frustrated and worried that the repairer was mislaying undamaged and reusable parts of their car.

Also they were frustrated with the delays between delivery of parts and fitting.

Putting things right

I've weighed up the nature and the length of the impact of the delays. Overall, I agree with the investigator that £650.00 is fair compensation for distress and inconvenience.

My final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct One Insurance Limited to pay Mrs A and Mr A (jointly) £650.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A and Mrs A to accept or reject my decision before 15 April 2024.

Christopher Gilbert

Ombudsman