

## **The complaint**

Mr C complains about how U K Insurance Limited ("UKI") handled repairs to his car during a claim under his motor insurance policy.

## **What happened**

Mr C had a motor insurance policy with UKI covering his car.

In January 2023 he was involved in a collision with an animal which resulted in damage to the bonnet area and driver's door of his car. He made a claim.

Mr C lives in a remote area in the UK. UKI didn't have an approved repairer near him, so he used a local repairer. It took about ten weeks for his car to be fixed.

When it was repaired, Mr C complained to UKI. He said he thought the door should be replaced rather than repaired. UKI said it thought the repair was acceptable and if Mr C had further issues with it he should take those up with the repairer.

It took about four months for UKI to carry out a desktop assessment of the repair and tell him this.

UKI did agree that Mr C had been given incorrect information that his car would be physically inspected. It apologised and provided internal feedback. It also apologised for not responding to several of Mr C's emails and awarded him £350 compensation for the delays and poor communication.

Mr C remained unhappy and he brought his complaint to this service. He complains about not being given a courtesy car and then being without a car for eight days. He says the repair has left his car in an arguably worse condition which means it might have lost value if he sells it. He says he's had to spend a lot of time chasing up UKI during his claim, he's disappointed with its service and because it gave him the wrong information about his car being inspected.

Our investigator looked into it and thought it wouldn't be upheld. He said he thought UKI had followed its process fairly and its payment of £350 compensation was fair and inline with this service's recommendations.

Mr C didn't accept the view. Because he didn't agree, this complaint has been passed to me to make a final decision.

I issued a provisional decision to allow the parties to consider the matter further:

*Much of Mr C's complaint to UKI and subsequent approach to this service was regarding his location in the UK. I've said above that this is a remote area. Mr C has told this service that a few years ago his wife made a claim with UKI and supplied his wife with a courtesy car while her's was taken to be repaired. I think it's fair I say that Mr C had a sense of expectation about the quality of claim solution UKI would give him.*

So, when he made his own claim Mr C was disappointed by UKI's service. He wasn't provided with a courtesy or hire car, as UKI's partners didn't cover his area. And he used a local repairer as he was considered to be "out of network" for any of UKI's approved repairers.

In its complaint response to Mr C, UKI said:

"Our Claims Team have advised unfortunately we don't have a recommended garage or hire car supplier for the location where you live, and which means we need to ask our customers to source their own."

It's important I say that UKI didn't seem to offer Mr C another solution. And I think that's significant here because although he chose the repairer, it seems to me that it was UKI's choice to guide him down this route.

Because he chose his own repairer, this service's usual approach would be to say that the responsibility for the quality of repairs stays with him.

But in this case, I don't think that's fair.

UKI offered Mr C a policy knowing where he lived, so if it doesn't have repairers in that location, I think it's fair I say that it should take account of that fact and be prepared to stand by the results.

I asked Mr C and UKI for pictures of the damage and the finished repair. UKI sent the pictures before the collision and Mr C provided pictures of the repair he's unhappy with. I can see from his photos that there's an area of finish to the driver's door, just below the window, where the paint seems of poor quality and there's a dent. Mr C also says there's an area lower down the door with further dents but he hasn't been able to photograph these in good enough quality.

When I asked UKI for evidence about the quality of repairs it said it didn't have any photos.

From the file of evidence I can see that its engineer discussed Mr C's complaint with the repairer. In that conversation, the repairer and the engineer apparently discussed and agreed on the type of repair that had been used.

There's a note in the file saying that Mr C had refused to accept a repair with 'filler' being used. But Mr C denied this. He's latterly said he wouldn't have accepted the filler repair if he'd been offered it, but he's said he wasn't told what repair the repairer carried out. He did say that the repairer said it'd quoted for a door replacement from UKI, but UKI wouldn't authorise this and wanted it repaired instead.

But from the evidence I have, it seems to me that there is some remaining damage to Mr C's car. Either from the collision with the animal or from the work carried out by the repairer. And it seems to me that this is an unfair outcome for Mr C.

He's contacted UKI to make a claim. It's not been able to supply him with a courtesy car or a nearby network repairer. It's told him to find a local repairer. And the repair doesn't seem to have been of a sufficiently good quality. So I think it's fair to ask UKI to carry out further work to fix the door.

I'm concerned that there seems to have been conversations between the parties about the use of filler to fix the dents. But it's not clear where the direction to not use filler was originally directed from.

*Mr C's wish is still that the door is replaced and I appreciate UKI may be concerned that this "improves" the car, which is an exclusion under its policy wording:*

*"Improvement*

*We won't cover any repair or replacement that improves your car beyond its condition before the loss or damage took place."*

*I can see from the repair invoice that other parts of Mr C's car were replaced, such as the bonnet, without comment, and in line with the general practice across the insurance repair industry. Perhaps the door was less damaged than the other replaced parts, but it seems to me that when the repair was done, it wasn't done correctly despite UKI's engineer saying it was the right solution.*

*Taking everything into account, because UKI told Mr C to use a local repairer, I think it needs to accept responsibility for the quality of repairs. From the evidence I have, the door hasn't been repaired to a sufficient quality and it seems to me that the fair solution is for Mr C's door to be replaced by UKI.*

*I've considered Mr C's distress and inconvenience during his claim. He makes the comment that he's done a lot of the "heavy lifting" with it and from the evidence I can see why. He's dealt with various parts of UKI and its outsourced companies. Most of the contact he's had haven't moved his claim forwards, and I think he's right to say that his location has made it problematic for UKI to progress his claim. And this has caused him a great deal of stress and inconvenience.*

*I can see UKI offered Mr C an alternative to his guaranteed hire car during the repair, which is fair. But I can see that this still isn't a solution for Mr C as hiring in his location is very difficult.*

*I've said above that UKI accepted Mr C's business knowing where he lived and what claims solutions it had in his area. So, I think it reasonably needs to take care of its customers when it can't provide the solution it's sold to them. UKI has already awarded Mr C £350 compensation and I think this amount is sufficient and in line with this service's guidelines so I'm not proposing to change it.*

*Given the passage of time, and the inconvenience caused to Mr C by UKI, I propose to require UKI to replace his door at its cost.*

*It's also fair I say that Mr C is entitled to a courtesy or hire car during the repair should he need one, and I think UKI need to organise this for him under the provisions of his policy.*

## **Responses to my provisional decision**

UKI responded and said it had inspected Mr C's car and that Mr C's repairer said the door didn't need to be replaced. It also said it'd paid him a total of £650 for the lack of hire car and compensation.

It said it wouldn't be able to provide him with a courtesy or hire car while it replaced the door, but it was willing to offer £50 per day to the policy maximum of £500 as "we have no suppliers available".

I asked Mr C whether he'd accept the £50 per day and he agreed with it, as well as the remainder of my provisional 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.

UKI's response to my provisional decision does, I think, rather validate Mr C's complaint about UKI's inability to provide him with service in his location.

I've said in my provisional decision that I don't think it's fair that UKI says the choice of repairer was Mr C's. It told him it couldn't provide a repairer in his location and it told him to source one. Mr C was therefore left with no real choice about the repairer.

So I think it's reasonable UKI stands by the quality of the repairs.

It follows that UKI needs to replace the door of Mr C's car. Mr C and UKI now need to liaise to make this happen.

UKI said it was willing to pay £50 per day for a hire car, which Mr C has accepted. But UKI has also told this service that its policy terms say this amount is limited to £500 in total.

I don't think it's acceptable that UKI places a limit on this. To be clear, I'm not asking UKI to arrange a hire car under the terms of the policy, I'm requiring it to provide Mr C with alternative transport while UKI sorts out the issue with the repairs to his car I think it reasonably caused.

I'd reasonably expect the work to be of relatively short duration, but for the avoidance of doubt I don't think it's fair for UKI to attempt to place an overall limit on the amount.

## **My final decision**

It's my final decision that I uphold this complaint. I direct U K Insurance Limited to replace the door on Mr C's car subject to the remaining terms and conditions of his insurance policy.

Mr C should also be provided with £50 per day in lieu of a hire or courtesy car for the duration of the repairs.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 23 May 2024.

Richard Sowden  
**Ombudsman**