

## **The complaint**

Mr M complains about how U K Insurance Limited trading as Direct Line (“UKI”) handled a claim and the quality of repairs it carried out under his car insurance policy.

## **What happened**

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

His car suffered damage in December 2022 and he made a claim from UKI.

Work on his car was carried out by one of UKI’s approved repairers. There were delays while the car was being worked on. UKI provided him with a hire car during this time.

When the work was complete in May 2023, Mr M wasn’t happy about the quality of the repairs.

He took his car to another repairer. Some additional issues were found by this garage and UKI paid for the repair of them as it said it couldn’t exclude as not being caused by the original incident.

Mr M wasn’t happy with the way he’d been communicated with by UKI’s repairer or about how long it’d taken to repair his car.

UKI upheld his complaint and paid Mr M a total of £600 compensation. It said the claim delay was due to awaiting parts.

Mr M brought his complaint to this service. Our investigator looked into it and thought the amount of compensation UKI had paid him was fair.

Mr M didn’t agree with the view. He asks for £3,000 compensation.

Because he 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've only provided brief details of Mr M's claims journey above, but I'd like him to know that I've read all of the file of evidence I've been provided even if I don't mention it further here. This is in line with the informal nature of this service's approach.

It's my understanding that Mr M has made a further complaint which has reached this service about further issues with his car. This complaint will consider Mr M's claim up until 5 September 2023 which was the date of UKI's final response.

It's important I say that this service's approach looks at whether UKI's actions were fair and reasonable in how it dealt with his claim. Having done so I'm not upholding Mr M's complaint because I think the amount it's already offered him is fair. I'll explain why.

I can see from the file UKI seems to have handled the repairs efficiently. What I mean by that is that it seems to have moved the claim forward when it could, but was delayed by parts supply problems. From the information I have, these factors were outside of UKI's control so I don't think it would be fair to say it's responsible for them.

Mr M has said he was provided with a hire car throughout this period and I think this was fair and reasonable of UKI as Mr M's inconvenience should have been minimal.

Mr M has told this service about a range of issues he had with UKI's repairer. It's important I say that the repairer was working on behalf of UKI as its agents, so UKI is responsible for its actions.

UKI's repairer had Mr M's car for an extended period of time while it waited for parts to arrive for it. I've said above that I can't fairly say that was UKI's fault.

But when Mr M received his car back, he found there were some indicators of problems with it. His car was making some unusual noises and showed a warning light on the dashboard. When he took the car back to the repairer, it told him that his car was showing faults due to pre-existing problems with his car like the front brake pads being worn low.

Mr M had this checked out and the brake pads didn't need replacing. His mechanic found there was a problem with the rear brakes.

It emerged that the rear brakes weren't functioning probably due to the car being parked up for an extended period. Mr M reported further faults to UKI's repairer including some he felt made the car very unsafe including two damaged tyres, damage to the front suspension, and mould in the interior.

Relations deteriorated between the repairer and Mr M and when it didn't respond further, Mr M took his complaint to UKI.

UKI arranged to pay for further repairs to the car to rectify the problems. But Mr M had to find and arrange his own choice of repairer to handle the repairs. Mr M has said it took him three days' work to arrange this. He also had to arrange for his car to be put into storage until his repairer could work on it.

Mr M said UKI's engineer was very helpful during this time.

There was a period of two days when UKI's hire car had been taken away, but Mr M couldn't drive his car due to its condition.

UKI said it would pay him a total of £600 compensation for his distress and inconvenience.

I can see from Mr M's evidence that he's found the claims experience very worrying. He's told this service about the service from UKI's repairer and how he was given incorrect information about the state of his car. He's said about how UKI's repairer assured him his car had been repaired and checked, but he was then told it was unsafe to drive.

In his complaint, Mr M has talked about part of his complaint when he didn't have a hire car for two days. UKI said it would pay him £15 per day for this, and Mr M says that amount isn't enough.

It may help Mr M if I say that the amount offered to him by UKI is in line with this service's guidelines for loss of use of his car. I do appreciate his comment about not being able to hire a car himself for this amount, but I can't see that Mr M did hire an alternative or incur specific costs during these two days. If he had, these costs would have formed part of my consideration.

Taking everything into account, I can see that Mr M was greatly distressed during his claim. Although I can see the repairs took many months, I can also see his inconvenience was substantially managed by him being provided with a hire car by UKI.

But it's the actions of UKI's approved repairer that seem inadequate to me. It passed Mr M's car back to him without being fully repaired or prepared for him, despite the repairer's assurances.

Mr M has also complained about his issues in accessing his data stored by UKI's repairer when he made a Subject Access Request ("SAR") to it. I can see the repairer didn't handle his request well, meaning he had to repeatedly ask for his data and he had to involve UKI in this process. I've mentioned above that I can only consider Mr M's complaint to the date of UKI's final response which was 5 September. In that response I can see it says its own SAR response was underway and its SAR team had contacted its repairer to obtain a response.

Ultimately, Mr M's car was repaired and he received a response to his SAR due to his own persistence. I know Mr M has encountered further issues with the outcome of his claim that don't form part of this approach to this service, and I must consider whether UKI's payment of £600 for his distress and inconvenience is fair.

I do appreciate Mr M has asked for a higher amount than this but I've thought about Mr M's experience and compared it with this service's guidelines on compensation. I think UKI's offer is fair. So I'm not going to ask UKI to do more.

### **My final decision**

For the reasons set out above, my final decision is that I don't uphold this complaint

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 3 July 2024.

Richard Sowden  
**Ombudsman**