

The complaint

Mr J complains about the way One Insurance Limited ("One Insurance") has handled a claim under his motor insurance policy.

What happened

Mr J's truck was broken into in 2023. He contacted his insurer, One Insurance, to make a claim. One Insurance instructed one of its approved garages and arranged for repairs to be undertaken to Mr J's vehicle.

Following collection of his vehicle, Mr J contacted One Insurance, as he was unhappy with the repair work that had been carried out. He said the paint was still chipped, the glass didn't fit properly, and the tailgate window was leaking which had got his tools and wooden shelving soaking wet.

Mr J made a complaint to One Insurance. It said the issues Mr J was complaining about were pre-existing and declined to do any further work on the truck. It did however offer Mr J £100 in compensation for the delay in letting him know that the requested work was not going to be carried out. It also apologised to Mr J for any inconvenience it had caused.

As Mr J remained unhappy with One Insurance's response, he referred his complaint to our service. Our investigator considered the matter and thought One Insurance hadn't treated Mr J fairly. She recommended it increase its offer of compensation and pay for Mr J to have his vehicle repaired at a garage of his choice.

Because One Insurance didn't respond to our investigator's assessment, the complaint has now been passed to me for a 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.

Having done so, I've decided to uphold this complaint. I'll explain why.

I've seen photos that were taken just after Mr J's van was broken into and I can't see that the damage Mr J has complained about was evident at that time. This makes me think that the damage had to have happened during repairs. Having also looked at photos that were taken after the repairs were carried out, I agree with Mr J that following the repairs the paint work is not to the standard I would expect, and there is clearly a leak and an issue with the tailgate window.

One Insurance has said that some of the parts it used were not up to the standard of the vehicle manufacturer. And that this has caused the issue with the window seal. I don't think it's fair or reasonable for One Insurance to arrange repairs using substandard parts that do not fit properly on Mr J's van. So I'm going to require One Insurance to pay for repairs that bring Mr J's van back to the condition it was in before it was broken into. Mr J will be able to

choose a garage of his choice to carry out the work.

I don't think £100 compensation is adequate given the level of stress and inconvenience Mr J has experienced and the amount of time he has been without a properly repaired vehicle. Mr J's truck is important to his livelihood. This dispute has affected his business and he's had to take time off work to sort everything out. He's also felt that since the repairs were carried out, his truck hasn't been secure and this has caused him additional concern, for which he should be compensated. So I'm requiring One Insurance to increase the compensation in this case by £150, making a total of £250 compensation for distress and inconvenience.

Putting things right

One Insurance Limited must now:

- Agree a schedule of work with Mr J that addresses the remaining issues, namely the chipped paint, the glass and the tailgate window leak.
- Allow Mr J to select a garage of his choice and One Insurance Limited should pay for the repairs upon receipt of a quote or an invoice. If Mr J pays for the repairs himself then One Insurance Limited must also add 8% simple interest per annum to any payments it reimburses, from the date Mr J made the payments until the date of settlement.
- Pay Mr J an additional £150 compensation for distress and inconvenience, bringing the total amount of compensation in this case to £250.

My final decision

My final decision is that I uphold this complaint and I direct One Insurance Limited to put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 6 July 2024.

Ifrah Malik
Ombudsman