

The complaint

Mrs K complains of a lack of progress with repairs to her car when she made a claim on her motor insurance policy with U K Insurance Limited trading as Privilege Insurance (UKI) and that she did not receive a like for like courtesy car.

There are several parties and representatives of UKI involved throughout the complaint but for the purposes of this complaint I'm only going to refer to UKI.

What happened

Mrs K made a claim on her motor insurance policy. The claim was accepted by UKI and her car was taken to a UKI approved garage for the repairs to be undertaken.

UKI provided Mrs K with a small courtesy car.

The required parts were ordered from the car manufacturer. There was a delay with obtaining the parts to repair the car.

Because Mrs K was not happy with UKI, she brought the complaint to our service.

Our investigator did not uphold the complaint. They looked into the case, and they were satisfied the delay in repairs was unavoidable due to UKI waiting for the required parts from the manufacturer. They said UKI had taken proactive steps in considering other options for obtaining the required parts and chased the manufacturer regularly. And they were satisfied UKI were not obliged to provide a like for like vehicle under the terms of her policy. They said UKI acted fairly and reasonably.

As Mrs K is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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.

For clarity, I have reviewed Mrs K's complaint up to 11 January 2024 which is the date UKI made its response to her complaint.

Mrs K made her claim with UKI on 27 August 2023 and her car was taken into the UKI approved garage for repairs on the 31 August 2023. The required parts were ordered from the car manufacturer on 7 September 2023.

I saw Mrs K's policy covers for a courtesy car while her car is being repaired by an approved repairer. UKI provided her with a car that was smaller than her damaged car.

I looked at the details in Mrs K's policy and it includes:

"Courtesy car while your car is being repaired by an approved repairer".

The terms and conditions of the policy says:

"If you claim under section 2 or 4 of your policy and your car is being repaired by an approved repairer:

- *You will get a courtesy car to keep you mobile while your car is being repaired, subject to availability.*
- *The courtesy car will be a small hatchback car with an engine size of up to 1000cc."*

I understand this was not a like for like car and will have been less suitable for her family than her own car. However Mrs K had not added the optional policy extra of *guaranteed hire car plus* to her policy which would have provided her with a hire car of a similar physical size to her damaged car.

I am satisfied the policy terms regarding a courtesy car are clear and UKI provided a courtesy car as per these terms. The courtesy car was provided before any repairs started and throughout the duration of the delay, I think this was fair in the circumstances of this complaint.

UKI chased delivery of the parts from the manufacturer on a regular basis between September 2023 and December 2023. I also saw that consistent communications were sent to Mrs K to keep her up to date on a regular basis.

As the delay with obtaining the spare part ran into weeks I would expect UKI to consider other options in addition to provision of a courtesy car. In this case I saw evidence that UKI explored alternative options to obtain the required parts, which included checking internet sites and making an international search, but it had no success.

I saw that some of the parts were received in mid-December 2023, but the garage was still unable to complete the repairs as it was still waiting on two key parts.

I recognise Mrs K's frustration in not knowing when her car would be repaired, However, based on the evidence I have seen, I am satisfied the delay in repairs was out of UKI's control and it took proactive steps in considering other options for obtaining the required parts, chased the manufacturer regularly for updates and communicated regularly with Mrs K. I am satisfied that UKI acted fairly and reasonably up to January 2024 when this complaint was made.

I don't uphold Mrs K's complaint and don't require UKI to do anything further in this complaint.

My final decision

For the reasons I have given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 7 November 2024.

Sally-Ann Harding
Ombudsman