

The complaint

Mr D and Mrs D are unhappy with the way Premier Insurance Company Limited (Premier) have handled the claim they made on their motor insurance policy.

This complaint has been bought by both Mr D and Mrs D, however as Mrs D is the policyholder, and for ease, I have referred to her throughout.

What happened

In January 2023 Mrs D was unfortunately involved in an accident and so reported a claim to Premier. Premier arranged for Mrs D's vehicle to be repaired by one of its recommended repairers.

Mrs D was unhappy with the length of time the repairs took. She said she wasn't provided with a courtesy car and this resulted in loss of earnings. She was also unhappy her vehicle had been driven to another body shop rather than being transported on a low loader.

Mrs D's vehicle was returned in March 2023 but she raised concerns about the quality of the repairs carried out. Mrs D said an inspection was carried out on her vehicle and it was agreed further repairs were required. Mrs D said she didn't receive any information from Premier or the recommended repairer about arranging the further repairs. She also felt she was being discriminated against. She said due to her deafness she was unable to speak to Premier by phone but Premier required claims to be reported in this way and Premier provided better service when Mrs D's family member called it on her behalf. Mrs D raised a complaint to Premier. Mrs D didn't receive a response to her complaint within eight weeks and so referred her complaint to this Service.

Following Mrs D referring her complaint to this Service, Premier offered Mrs D £300 compensation for the distress and inconvenience caused which was rejected by Mrs D.

Our investigator upheld Mrs D's complaint. She said the repairs had taken longer than expected and no reasonable explanation had been provided by Premier. She said it was taking an unreasonable length of time for rectification work to be carried out on Mrs D's vehicle and there had been poor customer service. She said Premier should arrange for the rectification work to be completed as a matter of urgency or allow Mrs D to get a quote from a repairer of her choice and pay Mrs D this amount. She said Premier should also arrange a courtesy car or reimburse the cost of a hire vehicle during this period. Additionally she thought Premier should pay £360 loss of earnings and £750 compensation.

Mrs D and Premier accepted our investigator's view. However Mrs D has said Premier haven't done what it said it would following our investigator's view and now believes the compensation award for distress and inconvenience should be higher.

As Premier haven't done what it said it would, the complaint has been passed to me to decide.

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 want to acknowledge I have summarised Mrs D's complaint in less detail than she has presented it. I've not commented on every point she has raised. Instead I have focused on what I consider to be the key points I need to think about. I don't mean any discourtesy by this, but it simply reflects the informal nature of this service. I assure Mrs D and Premier I have read and considered everything provided.

Based on the evidence provided I think the repairs on Mrs D's vehicle took longer than expected. I understand there was an initial delay in repairs starting as the recommended repairer Premier were looking to use rejected the repair instruction from Premier. Mrs D was without her vehicle for six weeks whilst repairs were carried out. Premier haven't provided any explanation as to why the repair took this long.

Mrs D has explained she was without a vehicle during this period which meant she missed work. The terms of Miss D's policy explain the provision of a courtesy car is subject to availability and so there was no guarantee a courtesy car would be provided. However had the repairs been carried out in a timely manner, Mrs D would have received her vehicle back sooner than she did, and not experienced the loss of earnings she has done.

Premier haven't provided any evidence to demonstrate how long the repair should have taken, so I think it's reasonable to estimate the repairs to Mrs D's vehicle should have taken no longer than two weeks. Therefore, Premier should reimburse Mrs D for the loss of earnings she experienced for the four weeks she was without a vehicle. Based on the evidence provided by Mrs D, I'm satisfied this equates to four days of missed work at £90 per day which totals £360.

Mrs D has said an inspection was carried out on her vehicle in April 2023 and sent to the recommended repairer but the repairs haven't been rectified. I've not seen any good explanation as to why the issues on Mrs D's vehicle haven't been rectified well over a year after they were first highlighted to Premier. This has caused Mrs D distress and inconvenience as her vehicle is still not in the condition it should have been following the accident.

I understand Mrs D obtained an estimate for the rectification repairs to her vehicle which was sent to Premier. Mrs D has confirmed Premier have now paid her the cost of the repairs and the cost for a hire vehicle whilst the repairs take place. I think it is reasonable Premier have paid this, but have taken into consideration the time it has taken for it to do so when considering reasonable compensation for distress and inconvenience.

Mrs D has also said she has experienced poor customer service from Premier during the course of her claim. She also believes she has been discriminated against as she was unable to communicate with Premier by phone, and believes she would have received better service had she been able to do so. She has said she doesn't believe she would have been in this situation had it not been for her deafness.

This service is unable to make findings on whether something constitutes discrimination as per the Equality Act. This is because we're an informal, free alternative to the courts and only a court of law can make a legal finding based on the definitions set out within the Act. However, I can consider whether a business has acted in a fair and reasonable manner. And in order to do that, I will take a number of things, including the Equality Act 2010, into consideration.

Based on the evidence provided I don't think Mrs D has been treated fairly by Premier. She hasn't received timely responses to her correspondence and didn't receive any information about booking her vehicle in for rectification work. I can understand why Mrs D felt as though she had been treated unfairly given she has said she was told her claim could only be reported by phone and Premier was more responsive when her family member was able to call it on her behalf. This has led Mrs D to feel as though she is being treated differently to customers who are able to speak to Premier over the phone and I have taken this into consideration when thinking about the distress and inconvenience caused to Mrs D.

Mrs D has said her vehicle was driven rather than being delivered on a low loader. This has resulted in additional mileage on the vehicle. I don't think it's unusual for a vehicle to be returned in this way when the vehicle is driveable. However I can understand why Mrs D was upset about this if she hadn't been told this was how her vehicle was being returned, or that it was been driven to another body shop.

Mrs D has been caused substantial distress and inconvenience due to the errors made by Premier. She suffered the inconvenience of being without her vehicle for longer than she should have been whilst her vehicle was repaired, and the distress of it not being returned in the condition it should have been. She has then been waiting well over a year for the rectification work to be carried out on her vehicle which has caused further distress and inconvenience. Additionally the service she received has led her to feel as though she has been treated unfairly due to her deafness. Based on what I have seen I think Premier should pay Mrs D £750 compensation. A compensation award of this amount takes into consideration the considerable distress and inconvenience Mrs D has been caused during the course of her claim.

I'm aware Mrs D has experienced further issues with Premier and its recommended repairer following our investigator issuing her findings on this complaint. This would need to be raised as a separate complaint with Premier in the first instance and so I haven't considered this as part of this decision.

My final decision

For the reasons I've outlined above I uphold Mr D and Mrs D's complaint against Premier Insurance Company Limited. Premier Insurance Company Limited should:

- Pay Mrs D for the rectification repairs to her vehicle and a hire vehicle whilst the repairs are carried out if they haven't done so already.
- Pay £360 loss of earnings
- Pay £750 compensation

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D and Mrs D to accept or reject my decision before 13 December 2024.

Andrew Clarke
Ombudsman