

## **The complaint**

Mr E is complaining about U K Insurance Limited's handling of his car insurance claim.

## **What happened**

Mr E had a car insurance policy with U K Insurance Limited (UKI), and in June 2020 he made a claim following an accident.

Mr E referred a complaint to the Financial Ombudsman Service in May 2023 about delays, the handling of the claim and poor repairs. In July 2023, that complaint was closed, after both parties agreed UKI would pay for Mr E to repair the car using a garage of his choice. This included the supply and fitting of a replacement door ('the door').

Mr E complained to UKI in February 2024 about poor service, delay in repairs and not being provided a hire car. Mr E proposed UKI resolve that complaint by making a cash in lieu (CIL) payment instead of repairs, or a total loss cash settlement.

UKI responded in March 2024 and said it had authorised repairs with Mr E's repairer and it was not responsible for delays. UKI said Mr E hadn't notified it he was booking his car in for repair, so it wasn't aware he needed a hire car. It also said it would provide a hire car if Mr E informed it when the car was next booked for repairs. UKI didn't agree to Mr E's proposals.

Mr E referred his complaint to the Financial Ombudsman Service. He felt UKI delayed authorising the repairs, and the overall claim delay meant the door was more difficult to obtain. Mr E also felt UKI's actions caused his repairer to cancel the original door order. He was unhappy with UKI's communication and its failure to provide him with a hire car. As a result, Mr E said his vehicle had lost value and he was unable to sell it.

Our Investigator didn't uphold Mr E's complaint. She didn't feel UKI was responsible for further delays, or the actions of the repairer. And she didn't think UKI had asked the repairer to cancel the order.

Mr E provided evidence to show he informed UKI's engineer he'd booked his car in for repair. The Investigator reviewed this and said because Mr E had not notified UKI's claims team, UKI hadn't acted unfairly in not providing a hire car.

Mr E didn't agree. He felt UKI should have kept him updated directly, and he's been unable to use his car, due to it being unsightly in its current condition. Mr E felt UKI should provide a hire car until his vehicle is fully repaired.

## **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 should first set out that I acknowledge I've summarised Mr E's complaint in a lot less detail than he has presented it. Mr E has raised a number of reasons why he's unhappy with UKI. I've not commented on each and every point Mr E raised but, instead I've focussed 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 Mr E, however, that I have read and considered everything he provided.

The Financial Ombudsman Service has already considered Mr E's complaint in May 2023 about delays, UKI's handling of the claim and poor repairs. An agreement was reached between both parties, and that complaint was closed in July 2023. So, I won't be considering anything UKI did prior to July 2023, or anything Mr E alleges was a result of UKI's actions prior to July 2023. Mr E said the delays since 2020 mean a new door is harder to obtain, but I won't be considering this point either, for the reasons above.

### *Repairs*

Mr E feels UKI's responsibility goes beyond authorising the repair, and includes the repair being carried out. He's unhappy with UKI not accepting his proposals for a CIL or total loss payment.

Mr E chose his own repairer, who I'll call 'D', to carry out the outstanding repairs. D doesn't meet the definition of an approved repairer under the policy terms, and isn't an agent of UKI. So I don't think UKI can fairly be held responsible for D's actions.

I think, in authorising D's estimates, UKI fulfilled its responsibility under the terms. The terms say UKI can pay to repair the damage, and it was agreed by both parties in July 2023 that UKI would allow Mr E to get his car repaired. So, I think in authorising the repairs, UKI acted fairly. I don't think UKI is responsible for the repairs being carried out by D.

For the reasons outlined above, I don't think UKI acted unfairly in not accepting Mr E's alternative proposals. Mr E raised concerns about UKI's reasons for not accepting. Because I don't think UKI is required to accept Mr E's proposals, I've not considered this point.

### *Authorisation*

Mr E said there were delays in authorising the repairs and he wasn't updated by UKI directly.

UKI received a repair estimate from D in early August 2023. The evidence I've seen shows UKI authorised the repair on the same day. Given D contacted UKI, I don't think UKI acted unfairly in authorising the repairs directly with D.

Mr E feels UKI should have communicated the authorisation to him directly. I've explained above why D wasn't UKI's agent. And because it would have been for D to arrange a repair date with Mr E, I don't think UKI was required to communicate with Mr E directly. Once UKI had authorised the repairs with D, I think it would have been for D to inform Mr E. If D didn't do this, I don't think UKI can fairly be held responsible.

I can also see from UKI's notes that around a week later in August 2023, Mr E called UKI and was advised to contact D as the repairs had been authorised. So I think Mr E likely knew he'd need to contact D directly for information.

UKI received an estimate for further works from D in late August 2023, and the evidence suggests UKI also approved this on the same day. So overall, I'm not persuaded UKI did delay in authorising the repairs.

I've seen the authorisation note dated 5 October 2023, but I can't see this was necessary to allow D to contact Mr E. I say this because as outlined above, D contacted UKI directly with the repair estimate, so UKI acted fairly in responding to D directly.

Mr E told UKI in March 2024 that D couldn't carry out any work in September 2023 due to availability, so I can't see UKI's actions would have prevented the car being booked in for repairs earlier than it was, in October 2023. And because D didn't repair the car even after it was booked in, I can't see UKI's actions would have caused delay in the repair of Mr E's car. So I'm not satisfied there was poor service and communication from UKI that caused delays.

#### *Hire car*

Mr E is unhappy UKI didn't provide a hire car. And he wants UKI to provide a hire car until the repairs are completed.

Mr E's policy allows for a hire car for up to 21 days when his car is unavailable for use due to the repairs commencing, when his car is being repaired by his repairer. This is on the basis the car is repairable and driveable.

A vehicle is defined as driveable under the terms '*if it is legal to drive, is roadworthy and you have told us that you feel safe driving it, even if it has yet to be fully inspected following the incident claimed for*'. I've not seen evidence to show the car was deemed unsafe to drive following the engineer inspection in July 2023. And following this, it was agreed between the parties the repairs required were stripping of paint, a respray and replacement of a door due to some corrosion. With this in mind, and having seen images of the damage provided by Mr E, I'm satisfied the car was driveable in the circumstances. Mr E has suggested the car could be unsafe, but I've not seen evidence to persuade me this is the case.

Mr E dropped his car off to D in October 2023, but I've not seen evidence to show he informed UKI of this at that point. And I don't think UKI was reasonably required to do anything until Mr E informed it of his need for a hire car.

Mr E has shown he informed UKI's engineer in late November 2023, he'd dropped his car off for repair. But the evidence I've seen shows D was not intending to begin repairs until all the items on order were delivered, including the door. Mr E collected his car from D in February 2024, without the repairs being completed. So I don't think it can fairly be said his car was being repaired during this time. And because the terms say a hire car will be provided when the car is being repaired, I don't think UKI was reasonably required to provide one.

The decision to leave the car with D was between Mr E and D, and I don't think UKI had control over this. So I don't think UKI is responsible for Mr E being without his car, despite the car being driveable and repairs not being completed. And I don't think UKI is responsible for any costs Mr E incurred during that time due to being without his car.

Mr E feels UKI should provide an upgraded like for like car until the repair is fully completed, on a goodwill basis. Given Mr E's car is driveable, I don't think UKI is required to provide a hire car while he has his car, nor do I think it's fair and reasonable in the circumstances to direct UKI to do what Mr E has requested. And because Mr E would likely always have incurred costs to keep his car on the road, I won't be directing UKI to refund these costs.

UKI has said Mr E can contact it to arrange a hire car once his car is being repaired, and I think this is fair.

#### *Door order*

In March 2024, Mr E told UKI that D had cancelled its door order with the manufacturer, after a discussion with UKI. He felt UKI was responsible for the order being cancelled.

I've reviewed UKI's notes and they show it enquired with D in March 2024 about what costs

would be incurred if UKI were to pay a CIL settlement. The notes don't indicate UKI asked D to cancel the order. And I don't think UKI acted unreasonably in enquiring about the consequences of a CIL settlement.

In light of the above, I'm not persuaded that UKI did anything unreasonable that caused D to cancel the door order. And UKI is not responsible D's actions.

Mr E complained the repairs hadn't started and he questioned whether a new door could be sourced.

The terms of Mr E's policy allow UKI to repair his car with recycled parts and parts not made by the car's manufacturer. I'm also conscious that Mr E's car was over ten years old at the date of loss in 2020, so the original door was likely to have been a similar age and not new. So I don't think UKI is required to provide for a new door.

UKI's notes show it offered Mr E payment for the full price of the new door, to allow him to source a recycled door, and I think this was fair in the circumstances. I understand Mr E wanted a repair by his repairer, using a new door, for the benefit of a warranty, but I don't think it's fair to hold UKI responsible for any delays as a result of this.

Mr E said his car is devalued. I've explained above why I don't think UKI can fairly be held responsible for delays. So I don't think it can be held responsible for the impact on the value of Mr E's car, because the repairs haven't been completed.

### **My final decision**

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 E to accept or reject my decision before 6 December 2024.

Monjur Alam  
**Ombudsman**