

## **The complaint**

Mrs M complains UK Insurance Limited (UKI) wasn't clear to her about her options when she made a claim on her motor insurance policy and about delays when her car was taken in for repair.

UKI are the underwriters of this policy i.e. the insurer. Part of this complaint concerns the actions of the intermediary. As UKI have accepted it is accountable for the actions of the intermediary, in my decision, any reference to UKI includes the actions of the intermediary.

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 M's car was involved in an accident, and she made a claim on her motor insurance policy that she held with UKI. It arranged for the repairs to be completed by one of its approved repairers. Mrs M wasn't given any alternative options.

Mrs M received an email to say her car would be collected on 6 November 2023, however this did not happen. Collection was organised for a later date and then there were delays with completing the repairs and Mrs M said there was a lack of updates on progress.

UKI said the delay was due to a lack of parts from the car manufacturer.

Because Mrs M was not happy with UKI, and the repairs had still not been completed to her car she brought the complaint to our service.

Our investigator upheld the complaint. They looked into the case and said UKI should pay Mrs M £250 compensation for the poor service received. They said if the car was not returned by the date given of 9 September 2024 UKI should consider paying Mrs M a total loss offer.

UKI agreed to the suggested £250 compensation, but said it wasn't an option to pay her a cash settlement.

As Mrs M is unhappy with our investigator's view and UKI did not agree to consider a total loss settlement, 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.

Whilst this case has been waiting to be allocated to an ombudsman for a decision to be made, Mrs M's car was returned, and she was happy with the work completed. Therefore our investigator's view that UKI should consider the car a total loss is now decided as the repairs are now complete. I shall concentrate on the service received and delays during the

claim process up to 2 August 2024. This is the date our investigator's view was issued and the date UKI have approved for me to consider this complaint. I am unable to consider anything beyond this date.

Mrs M made her claim with UKI on 4 November 2023. UKI informed her it would organise for the required repairs to be undertaken by its approved repairer. Mrs M said she was not advised that she had the option to use a garage of her choice at this time. UKI accepted she was not specifically told this. It said this is not something that is required to be offered. It said it does not offer an alternative, but Mrs M could have advised it if she wished to use another repairer.

Within the terms of the policy it says;

*"Where we have agreed this with you, reasonable and necessary repairs can be carried out at a repairer of your choice. However, you must give us full details of the incident and we must approve the repairer's detailed assessment of the repairs before the work begins."*

Although I accept this is included in the policy terms, I think it would have been reasonable for UKI to refer Mrs M to the alternative options at this time because she said its approved repairer wasn't one she would have chosen.

Mrs M received an email on 6 November 2023 to confirm her car would be collected that morning. The car was not collected that morning as she was informed it would be. She rang the approved repairer, and it asked her to find out when she would be provided with a hire car and then call them back.

When she contacted UKI's car hire partner, as she had been told to do, she was advised that the hire car would only be provided for 21 days. Due to being told of the 21-day limit for car hire Mrs M decided to hold off organising car hire at this time because she had use of her husband's car.

Although Mrs M was not left without the use of a car, she was initially incorrectly informed car hire was only to be provided for 21 days. I saw Mrs M's policy included guaranteed hire car plus as an additional extra. This covers for a courtesy car while her car is being repaired by an approved repairer for the duration of repairs. This would have been confusing and was poor communication on UKI's part. I saw at a later date she was provided with a hire car which lasted for the duration of the repairs as per the terms and conditions of her policy.

Although Mrs M was not informed of her option to use a garage of her choice to undertake the repairs to her car during her claim call, when she made calls to UKI a few days later, it told her she could use her own repairer if she wanted to. I saw UKI emailed her on 13 November 2023 to confirm this was possible and gave her instructions of what she needed to do if she wished to do this.

Once the car was at the approved repairer I saw it ordered the parts that were required to complete the repairs from the car manufacturer. There was a delay in obtaining these parts which is beyond UKI's control. I cannot hold it responsible for these delays.

I saw Mrs M made a number of calls to UKI to obtain updates on progress of the repairs. She was initially given provisional dates of mid-February 2024 and then early March 2024 for the parts to be received, but as they did not arrive when expected the repairs weren't able to be completed.

Although I accept that UKI had no control over the parts delay, when the delay ran into weeks I would expect it to consider other options in addition to provision of a courtesy car. In this case UKI said its approved repairer exhausted all other options. It said a green part was not an option because it was a welded panel. It also said the wrong panel was supplied by

the manufacturer. The manufacturer confirmed it could not be definite as to when the part would be available. Delays in obtaining car parts is currently an ongoing global issue and has affected a number of car manufacturers and in turn the garages that are waiting to repair cars.

It is reasonable for Mrs M to expect her car would be returned in a reasonable time and I recognise her frustration in not knowing when it would be repaired and returned. However, based on the evidence I have seen, I am satisfied the delay in repairs was out of UKI's control and it considered other options for obtaining the required parts. Whilst I appreciate the delays were with the manufacturer obtaining the required parts she was still without her car for a number of months.

Mrs M said she has received an email update every two weeks, each time it being the same message to say that the parts were on order and no definite completion date was advised. I appreciate Mrs M's frustration with this. I think UKI could have made other contact with her from time to time to advise of the work going on to try and source the required parts from elsewhere and to reassure her that her claim was still open and actively being chased.

Because I have found there were mistakes made by UKI at the start of this claim and because its communication has not always been entirely clear, I require it to pay Mrs M £250 compensation. I think this is a fair and reasonable amount in the circumstances of this case.

Therefore, I uphold Mrs M's complaint and I require UKI to pay Mrs M £250 compensation for the poor service received.

### **My final decision**

For the reasons I have given I uphold this complaint.

I require UK Insurance Limited to pay Mrs M £250 compensation for the poor service received.

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

Sally-Ann Harding  
**Ombudsman**