

The complaint

Mr L has complained about the repairs to his car by UK Insurance Limited (UKI) he claimed under his motor policy as it was damaged after being stolen.

What happened

Mr L's car was stolen in February 2022 and was returned to him by UKI's approved repairers in March 2023 given I understand there was some delay in getting parts.

When his car was returned, Mr L initially said there was still something wrong with the tracking system and the tailgate. Later in October 2023 he complained there was something wrong with the air conditioning. He also asked for travel costs for the time his car was in a garage again dealing with these further issues. There is a dispute over whether Mr L wanted to use his own repairer or instead whether UKI required him to use his own repairer to assess the matter at that time. For ease of reference, I shall call this garage R to distinguish it from the original approved repairers.

When the car was at the repairer R, he was provided with a courtesy car by garage R. Sadly, that courtesy car was also stolen outside Mr L's home. Mr L said this also meant he was without a car for the time his car was with garage R from the time the courtesy car was stolen, plus he had to pay an excess of £1,000 in relation to the theft of this courtesy car. UKI wrote its final response letter on 6 December 2023, it said it paid garage R, £500 for the diagnostic check to see if the tracking issues and tailgate issues were related to Mr L's claim. The diagnostic test showed no issues with the tracker. The issue was to do with a subscription issue which was resolved by the main manufacturers. However, the tailgate module needed to be replaced. UKI agreed the tailgate issue was caused in the original theft and it remained UKI's duty to fix this, through its own repair network with Mr L receiving a courtesy car during this repair. UKI noted that it paid garage R to diagnose the tracker issue which was also now not working for a reason which had nothing to do with the theft, as it was a subscription issue.

As regards the air conditioning issues, UKI believed no part of the air conditioning system was compromised by the original theft so this wouldn't be included in any rectification work. It particularly noted the vehicle health check done on Mr L's car on 27 April 2023 which notes no issues with the air conditioning.

As regards Mr L's transport costs during the time his car was with garage R, UKI noted it paid £139.60 plus £267.28 of the transport costs Mr L claimed. These were for the time periods from 31 May to 6 June 2023, and from 15 June to 25 July 2023. It also noted Mr L was out of the country for some of this time. UKI said under its policy terms these were the only times during his car's stay at garage R that Mr L would have been entitled to a courtesy car. UKI didn't agree it was responsible for the time period from 7 May to 30 May 2023 which Mr L also claimed as it was Mr L's decision to leave his car with garage R for all this time when it wasn't at that time being repaired. It said his car was roadworthy so there was no reason to leave it with garage R for this time period earlier in May 2023.

The approved repairers who were fixing the tailgate issue threw up another issues with the tailgate wing which UKI said it was paying to be fixed. This approved repairer noted several other issues to do with brakes, suspension, wipers, and a broken lamp which UKI has deemed to be unrelated to the theft too, so these issues won't be repaired or paid for by UKI. Mr L remained dissatisfied that his travel costs from 7 May to 30 May 2023 won't be reimbursed by UKI. The theft of the courtesy car happened on 7 May 2023 so he felt UKI should reimburse this time period's travel costs too. He said that if the policy only permitted 21 days in a row for a courtesy car, his costs from 8 May 2023 to 29 May 2023 should be the time period paid, therefore. He said his total travel costs was £1,404.64. Mr L said he also lost £1,000 excess fee when his courtesy car was stolen and UKI should reimburse all travel costs to include this further £1,000.

Mr L maintained the air conditioning issues were related to the theft or repair given how long the car took to be repaired initially. He said the rubber seals could have developed a leak or failed completely. Also, he said as a result of the theft lots of wires were cut which could have also caused issues. So, he maintained UKI were responsible for fixing this too. Mr L agreed the brakes, suspension and a broken lamp were nothing to do with the theft.

However, he thought UKI should now also pay him a further £1,000 compensation for this extra trouble and upset. As UKI wouldn't change its stance, he brought his complaint to us. The investigator didn't think Mr L's complaint should be upheld. He didn't think UKI needed to do anything further. Mr L disagreed so his 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.

Having done so I'm not upholding this complaint either. I'll now explain why.

I understand and appreciate Mr L will be deeply disappointed with my decision. I also understand and appreciate that the initial repair of his car took an awful long time due to I believe, issues with obtaining parts, so the entire matter has been something of quite an ordeal for Mr L.

The main issues still in dispute are the following:

- Travel costs from 7 May 2023 to 30 May 2023 when Mr L's car was with garage R, but UKI hadn't then agreed to fund any diagnostics.
- The air conditioning issue.
- The £1,000 excess Mr L had to pay on the theft of the courtesy car.
- A further £1,000 compensation.

The further travel costs and the £1,000 excess Mr L had to pay for the stolen courtesy car.

From the evidence provided to me from UKI's file and all the information provided by Mr L, I don't think UKI did anything wrong in asking Mr L once he complained about the tailgate and tracker issues to find his own garage to diagnose the matter. This is because UKI's file clearly shows that Mr L said he wasn't happy with the original approved repairer and that he no longer wanted to use them, or the accident repair facilitators appointed by UKI either. So,

I consider on balance that using garage R which was solely chosen by Mr L was because of this.

UKI has also shown that Mr L's car was roadworthy at this time despite the tailgate issues. So, there was no reason for Mr L to leave his car with garage R effectively for a month when waiting and negotiating with UKI to see if it would pay the diagnostic fee of £500. Mr L instead could have been driving his car with its tailgate issues. This would be the period of time from 7 May 2023 to 30 May 2023. The issue of the tracker seem superfluous to me as the main manufacturer refunded the subscription which was causing the issue.

Therefore, I don't consider UKI is responsible for the travel costs incurred between 7 May and 30 May 2023. I consider the dates they have paid travel costs for namely 31 May 2023 to 6 June 2023 and 15 June 2023 to 25 July 2023 when his own car was clearly unavailable to him is reasonable and fair. It doesn't have anything to do with Mr L being out of the country either. That's also much more in line with the policy conditions which allow a courtesy car for 21 days too.

I don't consider UKI could ever be responsible for the excess of £1,000 Mr L had to pay because the courtesy car also got stolen outside his home. That would always remain Mr L's responsibility as it was between him and garage R. UKI were not involved in the theft of his car being originally stolen and were not the entity who provided him with this courtesy car either. So, this excess would be far too remote to be capable of being UKI's responsibility in my view. More so because at this time Mr L's car was capable of being driven in any event.

The air conditioning issue

I consider there is no evidence before me to show why the air conditioning issue was something that was damaged in the theft. I consider that Mr L has surmised it must be related to the theft but there is no evidence to show that it was.

So, I don't consider UKI were being unreasonable in deciding not to fix this. It is to be noted that UKI in any event refunded the total of £500 diagnostic fee which includes diagnosing the air conditioning issue too.

Like the investigator Mr L hasn't raised any complaint to UKI about the repairs originally done to his car or indeed the length of time it took to repair. So, I can't consider that time period if indeed it related to the air conditioning issue anyway.

Compensation

UKI paid a total amount of £550 compensation for the period from March 2023 to December 2023 so over these further issues Mr L complained about. I can understand Mr L's distress that his tailgate wasn't fixed as UKI admitted this was detailed as part of the damage caused in the theft.

Given our stance on compensation as more fully detailed on our website, I consider this amount of compensation is fair and in line with our approach. Compensation is all about the trouble and upset a consumer has experienced. It's not about fining or punishing a business for getting things wrong. If UKI hadn't paid any compensation at all, the figure of £550 would be around the amount that I would have required it to pay. So as Mr L has received this already, I don't consider UKI has to pay further compensation now.

Conclusion

I appreciate the whole matter has been very distressing for Mr L. However, I consider UKI have now done all it's supposed to do on this matter to include the amount of compensation paid. Therefore, it doesn't need to do anything further.

My final decision

So, for these reasons it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 30 December 2024.

Rona Doyle
Ombudsman