

The complaint

Mr W complains about how Saga Services Limited (Saga) failed to assist him with a claim he made on his motor insurance policy.

What happened

Mr W held a motor insurance policy arranged by Saga; the policy was underwritten by an insurer I'll call X.

When a named driver on the policy was involved in an accident, they called Saga to make a claim.

Due to the circumstances of the accident, Saga referred Mr W's claim to an accident management company (AMC). That AMC then provided a hire car and was to arrange recovery and repair of Mr W's vehicle and claim it back directly from the other driver's insurer – the third party insurer (TPI).

Mr W complains that there were issues with the handling of his claim. He's said there were delays in providing him a hire vehicle and when it was provided it was the wrong class. He's said the AMC thought his car was unrepairable and so passed his claim to X to deal with. He's said Saga were most unhelpful throughout, not offering assistance and telling X that it was dealing with the claim and to not get involved. Mr W says Saga gave him incorrect contact numbers for X too.

X decided the car could be repaired but Mr W isn't happy with the quality of the repairs, or the time taken to complete them.

Our Investigator didn't think Mr W's complaint against Saga should be upheld. They said Saga wasn't responsible for the actions of the AMC. And they said once the claim was passed to X, the handling of that claim was X's responsibility not Saga's. They didn't find that Saga had told X not to get involved and so didn't think Saga needed to do anything to put things right.

Mr W didn't agree and asked for an Ombudsman's decision. He said Saga's website claims to "manage the whole claims process", so he thinks they should have done more to assist him when things went wrong with the AMC and X.

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 it. I understand this will be disappointing to Mr W.

Whilst I've considered everything we've been sent, I'll not be commenting on every argument or piece of evidence submitted. Rather, in line with our role as an informal service, I'll comment on what I consider to be key to the dispute.

- Initially, Mr W's claim wasn't being dealt with by Saga, it was being dealt with by the AMC. Those actions aren't something I can hold Saga responsible for. So I can't hold Saga responsible for the delay in the hire car, the type of car that was provided or the decision to write the vehicle off and pass the claim to X to deal with.
- I understand Mr W is unhappy because Saga's website says they'll manage the whole claim process which he doesn't think happened at all here. What I can look at is Saga's referral to the AMC – to see whether this option was clearly presented to him in a balanced way.
- In this case, Mr W (via his named driver) clearly opted to go down the route of having the claim dealt with by the AMC. They'd just gone through the process on a previous claim and on the call made this clear to Saga. I think Saga could have set out the pros and cons a bit more clearly – specifically that it wouldn't be dealing with the claim from that point on, but I don't think it would have made any difference. In the context of the call, it was clear that Mr W (via his named driver) was happy to go down that route having had success in the past. I appreciate I'll never know that for sure, and with the benefit of hindsight I understand Mr W may disagree. But at the point the decision was made, having had a successful experience with this route very recently, I think it's more likely than not that Mr W would have chosen the same route – he had no reason at that point to think anything might go wrong.
- The AMC passed the claim to X, from that point on it was X's responsibility to deal with it as the underwriter of the policy. X was the party to decide whether to repair or write the vehicle off. X was also the party responsible for arranging and completing the repair, and the party responsible for the quality of those repairs. So I can't hold Saga responsible for those issues.
- I've listened to a call between Saga and X about the claim passing to X. And I don't find Saga did anything wrong on this call. It clearly says the claim was being dealt with by the AMC. Saga said it had no specific details on the claim as a result and passed on the details of the AMC to X.
- I understand Saga provided an incorrect contact number for X on correspondence to Mr W. This isn't good customer service, and it's not something Saga should be doing. But it's not something I'm requiring it to pay compensation for. As set out above, once the claim was passed to X, it was for X to deal in respect of the issues set out above.

My final decision

For the reasons set out above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 20 March 2025.

Joe Thornley
Ombudsman