

DRN-5744559



The complaint

Mrs K has complained about the way One Insurance Limited (OIL) dealt with her claim under her motor policy following an accident.

What happened

Mrs K was involved in an accident on 18 September 2024 avoiding a bus where her car was damaged by the grass verge or dip at the side of the road. So, she made a claim to OIL to repair her car.

Her breakdown recovery service brought her car to a garage. OIL didn't contact that garage until 24 September to arrange collection and to pay the storage charges. It paid the storage charges on 2 October 2024 and collected the car to bring it to one of its approved repairers on 4 October 2024. It never offered Mrs K any courtesy car despite her being entitled to one under her policy if her car was repairable, which it ultimately was.

Mrs K said that meant she had to borrow a car from a friend for which she said she paid this friend £150 plus £20 valeting. Mrs K also said she was in the process of buying a new car when this accident happened, obviously intending to sell this one at the same time. She bought her new car on 5 October but found she couldn't add this car to her policy, so she insured it elsewhere but without the benefit of her protected No Claims Discount (NCD).

Mrs K asked OIL for an update on 8 October and OIL provided her with the contact number for the first garage. By 9 October OIL confirmed her car was repairable. By 18 October OIL said her car would be repaired by about 28 October and Mrs K then paid her excess of £450.

Mrs K said her car was returned to her at 7.30am on 30 October, she was asked to sign for it confirming she was satisfied with the repairs. At first glance she thought it was OK and signed. Later after the delivery driver had left, she wasn't satisfied as she found the following issues:

- There was a wire hanging out the rear-view mirror (the driver apparently attached this back into place before leaving).
- The fuel tank was empty (despite Mrs K having filled it five days prior to the accident).
- The seats and interior had a thick layer of dust.
- There were "filthy" finger marks on the visor, ceiling, and other places.
- There was a significant buildup of mud underneath the front bumper.
- There were visible wires hanging down behind the front grille.
- There were sensors bleeping unnecessarily whilst driving.
- There were bubbles in the paintwork on the back bumper (drivers' side).
- There were places where the polish hadn't been fully wiped off, leaving white residue.
- The black paint used didn't perfectly match the original.

Around this time, Mrs K had a potential buyer for this car. They said after a test drive, they were prepared to offer £1,000 less than the asking price due to these outstanding repairs.

Mrs K complained to OIL on 2 November 2024 about these issues along with the fact that she never received a courtesy car despite asking for it several times. OIL logged the complaint but told Mrs K she needed to take up the repairs issues with the approved repairer. At this time when Mrs K tried to call the approved repairer, she found her car had possibly been to two other repairers also. However, OIL issued its final response letter on 20 November, upholding her complaint and paying her £250 compensation to help Mrs K repair her car. It also acknowledged it never offered Mrs K any courtesy car whilst her own was being repaired.

Mrs K wasn't satisfied with this as it wasn't enough to repair the car or compensate her for the lack of the courtesy car and the delays and trouble and upset. So, she brought her complaint to us. OIL then reviewed Mrs K's complaint and issued a second final response letter in February 2025. In this it said that Mrs K could get her car repaired herself and it would refund the cost, or its approved repairer could do the repairs instead. It also increased the compensation to £500.

Mrs K accepted this and went to arrange her own repairs but ran into delays. So, she asked OIL to arrange the repairs at one of its garages. OIL agreed and took her car back for the repairs on 26 March 2025.

However, when Mrs K received the car back a few days later, not all of the damage had been repaired. OIL said some of the damage was unrelated to the accident. Mrs K denied this as apart from the trip to get petrol and the test drive for the potential purchaser she hadn't been driving the car. OIL then issued a third final response letter on 15 April not upholding Mrs K's further complaint. It said a new claim would have to be lodged for the unrelated damage. Mrs K then asked for her complaint to be investigated by the investigator.

The investigator thought it should be upheld. He didn't think there was any non-accident damage given the date stamp on Mrs K's photos of the damage. Also OIL when asked, couldn't produce the normal repair estimates which would have had photos attached. He was also of the view that Mrs K should have been given a courtesy car.

So, he decided that OIL should repair Mrs K's car properly given there were no issues for post-accident damage, or Mrs K should get her car repaired and OIL should refund her the costs. He also felt given the lack of the courtesy car which meant Mrs K paid her friend for the loan of a car until the purchase of her new car completed, plus the fact Mrs K had to MOT her car along with the extensive delays by OIL to sort this matter out, that it should raise the compensation to a total of £750.

Mrs K was still concerned about the depreciation of the car given the extensive delay in getting it properly repaired so she could sell it. She was also not willing for the car to go back to the same garage.

OIL didn't agree with the increase in compensation and continued to maintain there was further post-accident damage. The investigator reiterated the significance of the evidence of Mrs K given her dated photos of damage which showed the damage was not post-accident damage as alleged.

So, on this basis 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.

Having done so, I'm upholding this complaint along the same lines as the investigator. I'll now explain why.

The delays Mrs K encountered in even getting her car initially to OIL's approved repairer was unreasonable. The accident happened on 18 September, and her car wasn't confirmed to be repairable until 9 October. Given the provision of the courtesy car hangs on whether a car is repairable or not, I consider this delay is significantly detrimental to any policyholder to include Mrs K as it leaves them stranded for far longer than necessary not knowing whether

they can qualify for the provision of the courtesy car. Following that her car wasn't repaired and delivered back until 30 October, so six weeks after the accident occurred. I don't consider this is reasonable.

Added to that at no time despite Mrs K constantly asking for it, was any courtesy car ever made available for Mrs K. That is not what her policy provides so I consider it was unreasonable and unfair of OIL to both delay in confirming her car was repairable plus the delay in its repair also. OIL never grasped its duties under the policy terms in this instance and provided Mrs K with unacceptable service in my view.

Turning to the repairs on reading through the file it seems at one stage Mrs K's car was being repaired in Reading, then Sheffield and then Swansea. Or at least Mrs K was directed to several garages, so it was difficult for her to work out which garage was responsible for the repair of her car. I don't find this level of confusion acceptable either.

Mrs K complained directly after receiving her car back on 2 November 2024 that some of the repairs were not completed given the long list detailed above. Yet the repairing garage complained it didn't know about this until March 2025. However, by this stage OIL had already provided two of its three final response letters to Mrs K, but it appears it never actually contacted the actual repairing garage about Mrs K's complaint about the repairs at that time to gain some clarity on the matter. Yet OIL seeks later to rely on the fact that the repairing garage didn't know about the repairs issues as a means to rejecting the investigator's suggestions of resolving this complaint. I don't consider that is reasonable either.

Mrs K did accept the offer made in the second final response letter in February 2025, to have the rest of the repairs completed herself using her own garage plus the £500 compensation. However, she ran into delays with her own garage completing this work. Here that can't be the fault of OIL at all. It would have no influence on any repairing garage Mrs K chose herself.

That meant Mrs K went back to OIL to get its approved repairer to sort out the outstanding repairs. Sadly, without reference to Mrs K's original complaint about the faulty repairs it decided these further repairs were post incident. I don't consider this is reasonable for the same reason as the investigator didn't. Mrs K's own photos which are date stamped show that the repairs now deemed post-accident were indeed there at the time she complained on 2 November 2024.

I would have expected to see a complete Audatex report dated before 9 October 2024 detailing the repairs which were required to show the car was repairable and indeed what needed repair too. Those reports also provide a plethora of photos indicating the damage which are date stamped. I would have also expected to see the same when Mrs K asked OIL to fix these outstanding repairs in March 2025, but OIL could provide neither of these reports. This caused unnecessary confusion and contrary statements from the approved repairer, causing yet more trouble and upset to Mrs K.

So, I don't consider it remains reasonable for OIL or any of its approved repairers to complete the repair for Mrs K's car now. I consider it's far more reasonable at this stage to revert to Mrs K organising these repairs as listed above, herself and asking OIL to refund her the cost. That also means any delay in getting this done by Mrs K won't be the responsibility of OIL.

Mrs K is upset at the delay which has essentially delayed the appropriate sale of her car. She believes it will have depreciated even more. First the prices of many second-hand cars are remaining more static these days given varying market forces, so it's no longer a given

that second hand cars depreciate as rapidly as they once did. Secondly, Mrs K did avail of the offer to arrange to have her own car fixed herself with OIL refunding the cost back in February 2025 but then encountered delays with her chosen garage. So, I don't agree OIL is fully at fault for the full extent of the delay in getting Mrs K's car repaired either.

Overall, I consider the total amount of £750 compensation to be reasonable given the further trouble and upset OIL then caused Mrs K when she asked it to complete the repairs in March 2025 to include deciding then, that many of these repairs were now new damage post-accident.

In the second final response letter of February 2025, OIL effectively agreed these repairs were necessary given its offer to Mrs K at that time to either repair the car itself or refund the costs to Mrs K if she arranged the repairs herself. So, I consider it was then unreasonable for OIL to decide afterwards these further repairs weren't accident related. It had from 2 November 2024 to ascertain that before it made its offer in the second final response letter of February 2025.

The amount of £750 compensation is in line with our approach as fully explained by the investigator, given the amount of extra effort Mrs K has been put to by OIL. Our approach to compensation is more fully detailed on our website. I also consider this is adequate compensation for the fact she never received any courtesy car, along with the loss of using her NCD on her new car.

My final decision

So, for these reasons, it's my final decision that I now uphold this complaint.

I now require One Insurance Limited to do the following:

- Refund the cost of repairs when Mrs K arranges her own garage to do them on the basis of the invoice from that garage. These repairs are those listed by Mrs K on 2 November 2024 and also detailed above.
- Ensure Mrs K has been paid a total of £750 compensation. So, if it paid the previous £500 it should add a further £250 now.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 30 September 2025.

Rona Doyle
Ombudsman