

## **The complaint**

Mr M says he got very poor service from Accredited Insurance (Europe) Ltd and its agents when he made a claim on his motor insurance policy after a non-fault accident.

## **What happened**

Mr M said Accredited's agents changed their opinions on whether his car should be written off or not. He said the first garage that should have dealt with the minor repairs to it made no contact with him, and that the second garage caused such damage that the car had to be written off after all. He says the communication with him by Accredited's agents was very poor throughout, and that one advisor was particularly difficult. He said he'd spent much time and effort chasing the agents / garages about the claim and the repairs and that he was told in error that work on the car had been completed. He was wrongly threatened with the cancellation of the policy when the car was with the second garage, as Accredited thought he had disconnected its telematics box. Mr M also said the damage done by the second repairer meant the other driver's insurer withdrew its offer to deal with the claim.

One of our Investigators reviewed Mr M's complaint. He thought there had been undue delays in progressing the claim. He noted that one of Accredited's agents had agreed Mr M was given poor service, and that as Mr M was misinformed about the car's likely total loss initially, he'd wasted time looking at other cars over a weekend. On 11 September 2024 Accredited's agent agreed to pay him £100 compensation. But the Investigator noted that the poor service continued, notably with the issue about the telematics box and some of the damage found when the car left the second garage.

The Investigator also noted that Accredited had offered Mr M a further £600 compensation after he complained to us. He thought the total compensation offered for the considerable distress and inconvenience Mr M had faced was reasonable and in line with our approach. He said the fact that Mr M had been in hire throughout the claims process had limited his inconvenience, and that some of his distress was based around issues we couldn't review (such as the car's valuation) as Mr M hadn't raised them with Accredited / its agents before complaining to us. Mr M asked for a further review of his complaint and it was passed to me.

## **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.

Mr M has given us an extensive amount of information about his complaint. Although I've read all of it, I don't intend to comment on every point made by him (or by Accredited and its agents). Instead, I'll concentrate on what I think are the major issues.

There's no doubt that delay, poor communication, misinformation and errors on the part of Accredited / its agents had a significant impact on Mr M. I think *some* worry and inconvenience is inevitable after an accident when a claim has to be made. But in my opinion, Mr M could reasonably have expected his car to have been repaired (or a total loss

sum paid) around a month after that – and the communication with him should have been good. So I think Mr M faced an unnecessary delay of a few weeks, plus poor service from the start. I think that the fact he was in hire would have helped considerably, but Mr M has described the stress, worry, sleeplessness and inconvenience caused to him regardless.

In making its offers of compensation, Accredited and its agent accepted that Mr M was misinformed, that contact with him should have been better, that better explanations should have been given to him, that he shouldn't have been contacted about the telematics box, and that the decision about writing off the car should have been made sooner. And it had already waived the £500 extra policy excess due when Mr M wanted to take the car to his own repairer. That was after he raised concerns about the telematics box issue and said his car had been driven around by the second garage. The excess was waived even though Accredited / its agent didn't think the evidence supported Mr M's view. I think it recognised that all these issues had impacted on him. It also accepted that an advisor had dealt with him unprofessionally, but not that she had given him the wrong information.

We think compensation of around £700 in total reflects the fact that a business has caused a consumer considerable upset, plus significant inconvenience, over a period of weeks or even months. I think Accredited made a fair attempt to put matters right, in line with our approach. But Mr M's response to the extra £600 compensation offer was that his efforts in contacting Accredited and its agents had been underestimated. I don't think that's the case, as Accredited offered compensation for its very poor contact with Mr M - which was what led to his efforts to contact it and its agents. He wouldn't have had to do so otherwise.

Mr M also said it hadn't commented on issues such as the car being collected from him late, its rear seats / linings having been removed by the second repairer, or the water ingress. I don't think it's necessary for an insurer to comment on every complaint point (although Accredited did comment on the latter two issues). What's important is that it recognises its poor service or errors and makes a reasonable attempt to make up for that, by way of fair compensation for any distress and inconvenience caused.

Mr M also said the valuation for his car wasn't fair, and that poor service from Accredited is continuing. As the Investigator pointed out, we can only look at issues that a consumer has complained about to a business before approaching us, so it has been given a chance to respond. Consequently, I can't consider the car's valuation, or any ongoing poor service. It's open to Mr M to complain to Accredited about these issues and to ask us to review them if he isn't satisfied with its response.

Accredited thinks the water ingress *could* have been caused by the damage done in the accident. Mr M disagrees, but as far as I can see, there's no persuasive evidence either way. As for the seats / linings being removed, it says the second garage was instructed to repair the car and had started that process before the repairs were put on hold. Although the external damage to the car's rear didn't look significant, garages usually check for internal damage. In this case, the file contains a report requested by Accredited's agent in September 2024 from an independent firm of engineers. The firm was asked to check if the car was repairable. One of its independent engineers said it was (although it's clear that the estimated cost of repair was close to making it an economic total loss). The independent engineer also said the car should be *stripped thoroughly* to check for concealed damage.

I think it's understandable that the state of the stripped car and the waterlogged boot came as a shock to Mr M - and that he would much have preferred to have the car repaired than to be paid for its total loss. But if he received the full market value sum for the car in its pre-accident state, Accredited will have satisfied its obligation to him under the policy, and he won't have lost out financially. I can't say whether that's the case here or not, as I can't

review the issue as part of this complaint. But as I've said above, it's open to Mr M to pursue the valuation and other issues with Accredited.

I think the very poor service Mr M received has been dealt with reasonably by Accredited and its agent via compensation. If there are ongoing issues, they will have added to the amount of stress, worry and inconvenience he has faced. But that can't be dealt with as part of this complaint - and obviously they aren't part of the compensation offered to Mr M so far.

In my opinion, as Accredited and its agent made a fair effort to make up for the issues that I've been able to consider here, it wouldn't be reasonable for me to require Accredited to pay further compensation for those issues. So I'm upholding this complaint on the basis that it will pay Mr M a further £600 compensation (£700 in total) for distress and inconvenience.

### **My final decision**

My final decision is that I uphold this complaint. I require Accredited Insurance (Europe) Ltd to pay Mr M a further £600 compensation (£700 in total) for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 19 November 2025.

Susan Ewins

**Ombudsman**