

complaint

Mr P complained about Markerstudy Insurance Company Limited's handling of his claims under his car insurance policy.

Reference to Markerstudy includes their agents.

background

Mr P made four separate claims for four separate incidents that resulted in damage to his car. He complained to Markerstudy because he was unhappy with their handling of the claims. Although Markerstudy didn't uphold his complaint, they did award him a total of £325 compensation for poor service.

Mr P wasn't happy so he complained to our service. One of our investigators looked into the complaint. But he didn't think Mr P's complaint should be upheld.

As Mr P didn't agree with our investigator, the complaint was been passed to me to decide.

My provisional decision was issued on 17 August 2018. I said:

"I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. I appreciate this will be disappointing for Mr P, but I only intend to uphold his complaint in part. I'll explain why.

In his complaint, Mr P has made a number of detailed points and I've considered all those carefully. But in this decision I will focus on what I consider to be the key issues. My role is to decide if Markerstudy have dealt with the claim in a fair and reasonable way, and in line with the policy.

incident in May 2016

Mr P's car was hit from behind by another car. The impact was described by the engineer as "a glancing blow across the corner of the bumper". Mr P didn't report this incident until October 2016. He said his exhaust also suffered damage and wanted it repaired. Markerstudy asked an independent engineer to examine the car. The engineer said the exhaust damage wasn't accident related and Markerstudy declined the claim. Markerstudy told Mr P that if he got his own engineer to examine the car and prepare a report they would consider that. But Mr P didn't get an engineer's report. The only expert evidence available is that of the independent engineer. I think Markerstudy were reasonable in relying on the engineer's report and declining the claim. I'm therefore not upholding this part of the complaint.

incident in July 2016

In November 2016, Mr P made a claim on his policy for damage to his car's roof that he said happened in July. He said the roof had a dent bigger than a ball and scratches. Mr P said he didn't know how or exactly when the damage happened. The policy says Mr P is covered for damage caused accidentally, maliciously or by vandalism. Markerstudy rejected the claim on the basis that Mr P didn't know how the

damage happened, which meant he couldn't prove that an "insurable event occurred".

But there is no suggestion or evidence that Mr P caused the damage himself, nor is there any likelihood that the damage described could have happened through wear and tear. On balance, it seems more likely than not that the damage was caused accidentally or maliciously or as a result of vandalism. I therefore don't think Markerstudy's refusal of the claim was fair or reasonable. I'm intending to uphold this part of the complaint and require Markerstudy to process the claim in accordance with the remaining terms of the policy. I also intend to require Markerstudy to pay Mr P £250 compensation for the distress and inconvenience he has suffered because of Markerstudy's refusal of the claim. The compensation takes into account the fact that Mr P made his claim almost two years ago.

incident in October 2016

Mr P said that he was driving and pulled over to allow the car behind him to pass as they appeared to be in a hurry. Mr P said that car scraped along his causing damage along its right hand side. Mr P gave the other car's details to Markerstudy who contacted the other car's insurer. The other car's insurer denied liability saying that at the time of the accident the car was stolen and wasn't being driven lawfully. Mr P didn't accept that and said that at the scene, after the accident, he saw the owner of the car and the driver speaking to each other giving the impression that they knew each other. Mr P also said that when he tried to chase the driver the owner prevented him.

The claim was processed through Mr P's policy and the damage has been repaired. But Markerstudy is pursuing the matter in the hope that their costs in repairing Mr P's car, and the excess paid by Mr P, might be recovered. But because of the allegation that the car was stolen the police are involved. The main delay appears to be in the other car's insurer trying to get a report from the police. I have seen that Markerstudy have been chasing the other insurer, but I think there is little Markerstudy can do to speed things up given there are third parties involved. I'm therefore not upholding this part of the complaint.

incident in February 2017

Mr P's car was hit by another car while it was parked. Mr P and a witness gave Markerstudy the other car's registration number, but Markerstudy's checks didn't identify a car under that registration number or any insurer. As the matter stands there is no third party Markerstudy can claim against. There may be a number of reasons why Markerstudy couldn't trace the other driver's insurer. For example, the registration number provided to Markerstudy could have been wrong, or perhaps because it was false. Either way, I don't think Markerstudy have done anything wrong so I'm not upholding this part of the complaint.

Although I think Markerstudy have generally made reasonable decisions regarding Mr P's claims, other than the claim for the damage to Mr P's car's roof, they've acknowledged that some of their service could have been better. And, they've accepted that they caused delays and didn't keep Mr P informed. To address that they've paid him a total of £325 compensation. And I think that's fair in the

circumstances as that's similar to awards I would make for cases of similar seriousness."

The parties were invited to comment on my findings. Both Mr P and Markerstudy didn't comment on my provisional decision.

my findings

I've again considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, my findings remain the same.

my final decision

For the reasons set out above, I uphold the complaint in part and require Markerstudy Insurance Company Limited to:

- Process Mr P's claim in relation to the damage to his car's roof in accordance with the terms of his policy.
- Pay Mr P £250 compensation for the distress and inconvenience caused to him. This is in addition to the £325 already paid to him. This should be paid within 28 days of us telling them that Mr P has accepted my final decision. If they pay later than this they must also pay interest on that amount from the date of my final decision to the date of payment at a rate of 8% a year simple.¹

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 6 October 2018.

Mehmet Osman
ombudsman

¹ If Markerstudy pay interest and consider that they're required by HM Revenue & Customs to take off income tax from that interest, they should tell Mr P how much they have taken off. They should also give Mr P a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.