

## **complaint**

Mr C has complained about Calpe Insurance Company Limited's handling of a claim against his motor insurance policy.

Reference to Calpe includes its agents.

## **background**

Mr C's wife, who is a named driver on his policy, bumped their car into another car when leaving a parking space (the accident). The owner of the other car claimed for the repair costs against Mr C's policy. Calpe settled the claim, which came to around £5,662 in total. And as Mr C's policy has an "all sections" excess of £3,000 it told him he would need to pay that amount.

Mr C didn't think that was fair and brought his complaint to us. Our investigator thought Calpe had dealt with the claim fairly. Mr C didn't agree so his complaint's been passed to me to decide.

## **my findings**

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 going to uphold it.

In bringing this complaint Mr C's made a number of detailed points. But in this decision I will focus on what I see as being the key outstanding points after our investigator issued his assessments of Mr C's complaint.

Mr C's policy has a £3,000 all sections excess. That means for any claim against his policy, including for a claim from a third party, Mr C has to pay an excess of up to £3,000. In this case, as Calpe settled the claim for more than £3,000 it has told Mr C he must pay that amount.

Mr C said that the damage to the other car was nothing more than a scratch. So he doesn't think the claim should have cost so much to settle. And he's concerned that the owner of the other car might have claimed for damage that wasn't caused in the accident. Calpe instructed independent engineers to look at both cars to see if there was consistency between the damage to the other car and the impact marks to Mr C's car. The engineers confirmed the damage was consistent. The engineers noted that there was some damage to the other car which wasn't consistent with the accident. But they said this made very little difference to the repair costs. As simply to repair the damage caused by the accident would still result in the other car's bumper being removed and repainted. And it was this, together with the labour, that made up the majority of the costs of the repairs.

Mr C provided photos of the damage to the other car taken at the time. Those show small scrapes to the other car. Both Calpe and our investigator told Mr C that it couldn't rely on those pictures as they don't show the registration number of the car. Mr C's also asked if Calpe asked the owner of the other car for the photos he took at the time of the incident. But I don't think Calpe had any reason to ask for those pictures.

The independent engineers took photos when they assessed the other car. And those show damage similar to the pictures Mr C took. They also show damage to another part of the

bumper, which they said wasn't caused by Mr C's car. So I think Calpe was aware of the extent of the damage caused by the accident when it settled the claim. And as the engineers have confirmed that the repair work was required because of the accident concerned, I think that's reasonable.

In any event the largest part of the claim settlement wasn't the cost of the repairs but the cost of a hire car while the other car was in the garage. It's certainly not unusual for hire costs to be the largest part of a claim where there hasn't been a personal injury. And in this case the other driver received a like-for-like hire car that was expensive to hire. But Calpe managed to negotiate the initial demand for hire costs and other charges associated with the car hire, which was around £5,138, down to £4,000. So I think it's acted fairly in trying to reduce the costs. And while this is still a significant sum, I think it's reasonable in the circumstances. It follows that I also think it was reasonable for Calpe to settle the claim as it did and to charge Mr C his excess.

### **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 C to accept or reject my decision before 10 January 2020.

Joe Scott  
**ombudsman**