

complaint

Miss V and Mrs V have complained about the way CIS General Insurance Limited dealt with a claim Miss V - as a named driver - made under Mrs V's car insurance policy.

background

Miss V made two claims under Mrs V's policy to CIS: in February and March 2018.

Miss V made a number of complaints to CIS - the majority relate to the way it dealt with the March claim.

CIS issued a series of replies to Miss V's complaints. It upheld part of Miss V's complaints and paid Mrs V a total of £300 compensation for its delay and poor service.

Our investigator thought CIS hadn't done enough to put things right. He thought CIS was responsible for a delay of approximately six weeks in getting Mrs V's car repaired. He recommended CIS pay Miss V an additional £350 to reflect the inconvenience and distress its delay had caused.

Both CIS and Miss V didn't agree. CIS said it felt it had done enough to resolve Miss V's complaints. Miss V said the additional £350 isn't enough to compensate her.

As both parties disagree, the case has 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.

My decision relates to complaints which CIS replied to up to September 2018.

As the investigator has set out the chronology of events in his findings, I don't intend to repeat it in the same level of detail in my decision.

In May 2018 CIS replied to Miss V's complaints. In summary these were:

- The paintwork repair following the February 2018 incident wasn't satisfactory.
- CIS provided a poor service while dealing with the March 2018 claim and caused undue delay.
- Miss V believed Mrs V's car may be a write off. She didn't believe it was reasonable for CIS to decide it was repairable.
- Miss V was unhappy with the way the approved repairer and salvage agent dealt with her.
- Miss V said she was repaying finance for the car but unable to use it – she had to pay to be added to her husband's car insurance policy.

CIS asked Miss V to provide the information she'd received from a dealership garage regarding the poor paintwork and said it would consider this further for her. It said the approved repairer said they weren't prepared to deal with Miss V. Miss V said they were rude to her. CIS said it couldn't take sides without further evidence – but it gave feedback to the repairer.

CIS acknowledged that it could have done things better when it arranged for a salvage agent to collect Miss V's car for an engineer to inspect it. But it said an inspection was necessary due to Miss V's view that the car wasn't repairable. It apologised for any confusion caused by the agent when it collected Miss V's car – as Miss V said she was told her car was being salvaged. It accepted that the engineer took too long to inspect Mrs V's car.

However, an independent engineer reported that Mrs V's car was repairable. Miss V said she'd paid a deposit at a garage as she'd booked her car in for repair. Because CIS caused a delay, she said she lost the deposit. CIS said if Miss V could provide proof of her loss of deposit, it would consider reimbursing her.

CIS said it could still arrange for an approved repairer in the area Miss V had recently moved to – to repair her car. This was about 100 miles away. And if the repairer found on further inspection that her car had further damage that made it uneconomical to repair, it would reconsider the claim.

While the car was being repaired at an approved repairer, CIS explained that Miss V was entitled to a courtesy car for the duration of the repairs.

For the delay in collecting and recovering Mrs V's car, CIS paid Mrs V – as the main driver of the car - £175 compensation for the distress and inconvenience caused.

I think on balance CIS did enough to resolve Miss V's complaints here. The independent engineer's report shows that – including additional claimed damage which Miss V later complained about - the estimated cost to repair Mrs V's car was less than half the amount it was worth. So I see no reason why CIS should have considered dealing with the claim as a total loss at this stage.

In June 2018 CIS replied to the following complaints:

- A salvage agent caused further damage when it collected and delivered Mrs V's car to Miss V's new address.
- CIS caused further delay which delayed the repair of Mrs V's car.
- Miss V was unhappy with a call she had with an agent at CIS.

CIS upheld Miss V's complaints. It said it had no proof the salvage agent had caused further damage – but it gave the benefit of doubt and agreed to cover the costs to repair the additional damage. This is because the independent engineer couldn't say if the damage had been caused by the salvage agent or not.

CIS said it took longer than expected to authorise the repairs. But it said that during this time it needed a copy of the V5 registration document and this contributed to the delay. I can see Miss V sent the document a few times – but CIS wasn't able to read it and so asked for it to be sent again.

It agreed its agent provided Miss V with incorrect information in a call. But CIS said the agent realised her mistake and made arrangements to update Miss V with the correct information.

For its failings, CIS apologised and paid Mrs V £125 compensation.

In September 2018 CIS replied to the following complaints:

- Miss V was unhappy with the courtesy car provided while Mrs V's car was being repaired.
- CIS failed to call her back in July 2018 as agreed.
- Miss V was unhappy that she had to pay an excess and;
- There was a delay in repairing and returning Mrs V's car to Miss V.

CIS said a standard courtesy car was available for Miss V in line with the policy terms. As a goodwill gesture, CIS provided a like for like vehicle – and for beyond the duration of the repairs.

The approved repairer said the courtesy car was damaged while in Miss V's possession. So CIS said it was reasonable for it to ask Miss V to pay an additional £100 as the excess due to damage to the courtesy car. CIS has since provided proof by way of a parking notice that the hire car was subject to a parking fine while in the care of Miss V.

Although Miss V said CIS didn't warn her about the excess, it recorded the initial call it had with Miss V when she reported the incident in March 2018 and it said it told her the excess amount then.

CIS agreed to extend car hire until 2 September 2018 – even though Mrs V's car was ready for collection from the repairer on 8 August 2018. This was to allow Miss V time to pay the excess which was correctly due. So CIS didn't uphold Miss V's complaints.

Miss V reported the incident at the end of March 2018. Mrs V's car was repaired in August 2018. So it took five months for the repairs to take place. I don't think CIS is responsible for all of the delays here. It wasn't aware that Miss V had moved address which was over 100 miles away – and this had an effect on the approved repairer it instructed and contributed to some delay. CIS asked Mrs V to provide a copy of the V5 registration document on 3 May 2018. This wasn't provided until 14 June 2018 by Miss V.

I appreciate that both CIS and Miss V disagree on the investigator's recommendation to pay Miss V a further £350 compensation. However, I think the overall effect of CIS's delays meant Mrs V's car could have been repaired about six weeks earlier.

CIS has gone some way to provide compensation for its poor service and delay. But I don't think its enough. Taking into account the fact that CIS has already paid a total of £300 compensation to Mrs V, of which part of it relates to delay, I think CIS should increase the amount it's paid to reflect the inconvenience caused by its delay of a month and a half. Miss V has explained that she had access to her husband's car for a very short period of time - and Mrs V had to obtain alternative insurance by being added to a relative's car insurance policy in order to have access to a vehicle.

I know that during this period Miss V went through a very difficult time and loss in her personal life. So I understand that dealing with this claim – especially when things went wrong – will have added to what was already an upsetting time.

It's reasonable to expect a degree of inconvenience when dealing with a claim. Unfortunately this is inevitable. Dealing with a claim isn't something that happens every day. So I've taken a proportionate and even handed approach in deciding a fair level of compensation for CIS's poor handling of the claim.

And I think an additional £350 compensation is overall a fair amount. This sum – along with the compensation CIS had paid for its delay – comes to approximately £10 a day for the period of time Miss V wasn't able to access a car.

Miss V has told us that Mrs V hasn't cashed the previous cheques totalling £300 –so if Mrs V wants to accept them, she will need to contact CIS to ask them to resend them and cancel any expired cheques.

my final decision

My final decision is that I uphold part of Mrs V and Miss V's complaint. I require CIS to pay Miss V £350 compensation for the distress and inconvenience it caused her. This is in addition to the £300 it's already paid Mrs V – the policyholder and main driver.

CIS General Insurance Limited must pay the compensation within 28 days of the date on which we tell it Mrs V and Miss V accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs V and Miss V to accept or reject my decision before 19 April 2019.

Geraldine Newbold
ombudsman