

complaint

Mr I is unhappy with the service he got from Markerstudy Insurance Company Limited when he wanted to make a claim on his car insurance.

background

Mr I's car was involved in a hit and run incident on 23 December 2018. Another car reversed into his car, causing damage to its front, and then drove off without stopping.

Mr I had two dash cams fitted to his car. One was Markerstudy's, which was locked; the other was his own. Mr I sent Markerstudy his dash cam footage. This showed the incident clearly but didn't show the registration number of the car that hit him. Mr I wanted Markerstudy to collect its dash cam footage, in case it did show the registration number. But Markerstudy never collected the footage. Mr I also wanted CC TV footage from the area collected and, while Markerstudy wrote to a bus operator for its footage, it seems this wasn't supplied.

When Mr I first spoke to Markerstudy after the incident, he was told (incorrectly) that, because he wasn't at fault for the incident, his no claims discount wouldn't be affected if he claimed on his policy.

Mr I complained to Markerstudy that he was given incorrect information when he reported the incident, that Markerstudy's dash cam footage was never collected, and that he got poor service generally during the handling of his claim. Mr I also says he suffered loss of earnings because of Markerstudy's failure to collect the dash cam footage and deal with his claim promptly. Markerstudy agreed the service Mr I had had was below the standard it expected and offered him £200 for the distress and inconvenience he'd been caused.

Unhappy with this, Mr I brought his complaint to us. The investigator who looked at Mr I's complaint thought Markerstudy's offer of £200 for the distress and inconvenience it had caused him was fair. Mr I has asked for an ombudsman to decide his complaint.

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've decided not to uphold Mr I's complaint. I think Markerstudy's offer of £200 for the distress and inconvenience it's caused him is fair and reasonable. I know this will disappoint Mr I but I hope the reasons I'm about to give will help him to understand why I've reached this conclusion.

Mr I was initially told by Markerstudy that, because he didn't cause the incident, any claim he made on his policy would be treated as a no-fault claim and his no claims discount would be unaffected. This information was incorrect. Mr I's policy said if he made a claim on it for an accident he didn't think was his fault and Markerstudy made a payment, this would affect his no claims discount unless Markerstudy could recover its outlay in full from the person responsible.

In Mr I's case, because the person responsible hadn't been traced, under the terms of his policy any claim he made on it would've affected his no claims discount. This term is

standard across motor insurance contracts. And, while Markerstudy clearly gave Mr I the wrong information initially, it quickly corrected its mistake.

Markerstudy didn't collect its dash cam footage from Mr I's car. It says it asked a third party expert to collect it but, because that person was on holiday at the time, this didn't happen within the time-frame Markerstudy told Mr I it would – and, indeed, hasn't happened at all. I think Mr I got very poor service from Markerstudy here. But I also have to say it's unclear if Markerstudy's footage would've shown the registration details of the car that reversed into Mr I. I say this because I've watched Mr I's dash cam footage and it looks as if a reflection on the car's number plate obscures its registration. So I don't think it's likely having Markerstudy's dash cam footage would've changed how Markerstudy assessed his claim.

I've also listened to the phone calls Mr I made to Markerstudy following the incident. I can understand his frustration with how Markerstudy treated him. For example, he's passed to lots of different call handlers on different calls and is also kept on hold for a long time on one occasion. I think this is poor customer service. And I know Mr I says he couldn't work after the incident, partly because he had a front light that needed to be fixed and partly because he didn't want to over-write Markerstudy's dash cam footage by driving too much (he says footage is overwritten every 30 hours).

But I have to bear in mind that any incident like the one Mr I had is likely to cause a car owner distress and inconvenience. And I have to balance this against what I think Markerstudy did wrong that added to Mr I's distress and inconvenience.

I would've expected Markerstudy to collect Mr I's dash cam footage within a reasonable time – and this clearly didn't happen. But the incident was in the early hours of 23 December and, given it was a holiday period, I wouldn't necessarily have expected it to be collected before Christmas. And, if Mr I had decided to claim on his car insurance, I also wouldn't have expected his car to be repaired until after Christmas and possibly the early New Year. I should also say that, although Mr I says he couldn't work, I haven't seen anything to show his lost earning opportunities as a direct consequence of the claim.

So, all in all, I don't think it would be fair and reasonable to make any award to Mr I for loss of earnings or to uphold his complaint for any other reason. I think the offer Markerstudy has made Mr I of £200 for the mistakes it made and the distress and inconvenience these caused him is fair and reasonable.

my final decision

For the reasons I've given, I don't uphold Mr I's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr I to accept or reject my decision before 16 August 2019.

Jane Gallacher
ombudsman