

## **complaint**

Mr O has complained that Allianz Insurance Plc's service to him was poor when he made a claim under his motor insurance policy.

## **background**

Mr O's car was damaged in an incident and he made a claim to his insurer, Allianz. Allianz told Mr O he qualified for a new replacement car. But two weeks later, after it received the purchase invoice from the dealership garage, it changed its mind. The purchase invoice showed Mr O wasn't the first registered keeper (the garage was), and the car had 1,000 miles when he bought it. So Allianz paid Mr O the market value for his car instead.

Mr O was very unhappy with the way Allianz dealt with the claim. He said he'd sent it the V5 registration certificate two weeks before, which showed he wasn't the first registered keeper. And Allianz then emailed him to say he did qualify for the new car replacement benefit. He thought Allianz had misled him and caused delays. He was unhappy with the way the call handlers had spoken to him, and he had been left without a car for a total of seven weeks.

Allianz said it believed Mr O did qualify for a replacement car under his policy with the information it had. But it then asked the dealership garage to send the original purchase order invoice - so they could see the exact make, model and specification of Mr O's car to replace it.

When Allianz got this, it noticed the mileage was 1,000, when Mr O said they were between 30 and 50 miles when he bought his car. And the invoice said it was for a used car - so Mr O didn't qualify for a new car replacement. Allianz didn't agree its staff had been aggressive to Mr O, and it believed it acted correctly with the information it had.

Mr O remained unhappy, so he brought his complaint to us. The adjudicator who investigated it thought Allianz could have been clearer in the way it communicated with Mr O. She felt Allianz had misled Mr O into believing he would get a new car replacement, so he was understandably disappointed and frustrated to be told differently two weeks later. For the trouble and upset Allianz caused Mr O, she recommended it pay him £200 compensation. She thought Allianz hadn't been aggressive to Mr O in its calls, and she thought the decision not to replace the car from new was correct.

Mr O provided the names of the call handlers he says he spoke to.

Allianz didn't reply. So the matter has been referred 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 intend to uphold it in part.

Mr O's policy says he will qualify for a new car replacement if, among other conditions, "*You have owned your car .....since it was first registered as new*"

Allianz asked Mr O to provide a number of documents, including the original purchase invoice and the V5 registration certificate. Instead of sending the purchase order form, Mr O sent a copy of the order form he had, along with the V5. He checked with Allianz if they had what they needed. Allianz sent Mr O an email to confirm he qualified for a new car replacement. So I think it was reasonable for Mr O to assume Allianz had all it needed to go ahead with replacing his car with a new one.

When Allianz contacted Mr O two weeks later to tell him he didn't qualify, the call handler didn't know Allianz had sent him an email confirming he did. Mr O sent this to Allianz during the call, and a senior member of the team at Allianz took over the call. It wasn't until over 15 minutes into the call that Allianz explained to Mr O it had a purchase order form from the dealership. This showed the miles as being 1,000 when Mr O bought it, and that he wasn't the first registered keeper.

When Mr O said the mileage wasn't correct, Allianz said it would be concerned as this would mean the garage provided a fraudulent legal document to them. Mr O believes Allianz accused him of lying, but I think it referred to the garage's document potentially being fraudulent, and not any dishonesty on Mr O's part.

Mr O repeatedly explained that the V5 registration certificate, which he sent two weeks before, showed he wasn't the first registered keeper anyway, so Allianz knew this then. I agree with Mr O. And I think Allianz misled Mr O by sending him an email, having received the documents from him, to say he qualified for a new car replacement. Allianz asked Mr O a number of times during the call about what documents Allianz asked him to send. I don't think this was helpful, as it only added to Mr O's frustration. It wasn't Mr O's fault that Allianz didn't have a copy of the emails it sent to Mr O in its file.

Allianz's decision that Mr O didn't qualify for a new car replacement was correct. But I think Mr O was understandably disappointed as he waited two weeks before Allianz told him. And although Mr O had the option of a courtesy car while his car was being assessed, he didn't need one then as he was abroad. He's unhappy that he had to hire a car when he returned, while he waited for Allianz's decision.

Mr O's policy has no provision for a courtesy car once his car was declared a total loss. But I think he should be compensated for the trouble and upset Allianz's poor service and delay caused him. For this, Allianz should pay Mr O £200.00.

### **my final decision**

For the reasons I've given above, my final decision is that I uphold this complaint in part. I require Allianz Insurance Plc to pay Mr O £200 compensation for the trouble and upset its delay and poor service caused him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 1 July 2016.

Geraldine Newbold  
**ombudsman**