

complaint

Miss C complains about the repairs U K Insurance Limited (UKI) made to her car under her motor insurance policy. She seeks additional compensation for her trouble and upset.

background

Miss C was involved in a car accident and UKI took her car to its approved repairers. When the repairs were completed, Miss C asked UKI for a copy of the safety report and she said one door was now stiff to open.

UKI said it would send Miss C a copy of the geometry report completed by the repairer. UKI sent an external engineer to inspect the door. He said it was stiff due to wear and tear and there was rust present. Miss C didn't receive the geometry report so she complained. UKI apologised. It arranged for the report to be sent, and it paid Miss C £25 compensation for this delay. But Miss C remained unhappy with the geometry report and the stiff door.

Our adjudicator recommended that the complaint should be upheld in part. He thought the engineer's report had shown UKI that the door's stiffness was unrelated to the claim or the repairs. So he thought its decision not to pay for its repair was reasonable.

But he thought UKI's level of service in regards to the geometry report was poor. Miss C was worried about the car's safety. The repairing garage said it had carried out a geometry report. Miss C had to wait months for the report and it contained some incorrect information. A later MOT said a geometry report was required although Miss C said she hardly drove the car at all. So the adjudicator thought UKI should pay Miss C £50 for a new geometry check to be carried out and pay Miss C a further £100 for her trouble and upset.

UKI agreed to do this. But Miss C replied that this didn't compensate her for the time it took to reach this point and its effect on her.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I was sorry to hear that Miss C was hurt in the hit and run accident. I hope she is recovering from this. I can see that the accident was in February 2017 and UKI has agreed that Miss C brought her complaints about the repairs and the geometry report to us within time.

Miss C said one of her car's rear doors was stiff after the accident and the repairs. The adjudicator has already explained that this service doesn't assess whether or how damage to a vehicle would be caused as this is a matter for the experts in these situations, the insurance companies and engineers. Our role in these complaints is to determine whether an insurance company has considered all the available evidence and whether it can justify its decision to not pay for additional repairs.

UKI had an independent engineer examine Miss C's car. I think this was fair and reasonable as it's what I'd require where there's a dispute such as this. I can see that Miss C was concerned by the accuracy of some parts of his report and by his approach.

But I think the findings are clear that the door's stiffness is due to wear and tear. He also noted this to a lesser extent in the other rear door. I can't see any evidence that the repairers worked on the door mechanism. The adjudicator reviewed photographs of the work carried out and the door mechanism was untouched.

Miss C thought the door would have suffered due to the impact of the collision. But I can't see that there's any other expert evidence for UKI to consider. So I think UKI reasonably considered the evidence and decided that the door's stiffness was unrelated to the accident or the repairs. So I don't think it did anything wrong on this point.

Miss C was very concerned about her car's safety following the accident. She asked for the car's safety check completed by the repairers. UKI said it would send her the geometry check but this didn't arrive until after Miss C complained. Miss C told UKI that an MOT had found that a further geometry check was needed, even though it was done shortly after the repairs and Miss C said she hardly ever drove the car. The garage's report gave a slightly incorrect registration number which caused Miss C concern. UKI later said it should have resolved these concerns by completing another check.

It's now agreed to pay Miss C the cost of having this done. I think that's fair and reasonable. It's also agreed to pay Miss C a further £100 for the trouble and upset caused by the delays in getting the report and resolving her concerns.

I can understand that Miss C feels that she's had two years of worry about this matter since her accident. But Miss C could have brought her complaint to us sooner. She's explained why she didn't do this, but I can't reasonably hold UKI responsible for this delay. It's also not our role to punish businesses for their failings or errors. Where an error is made we expect a business to restore the consumer's position and we consider the impact of the error on the consumer.

I can understand that Miss C was left hurt by the accident, but I can't hold UKI responsible for this. But I think UKI was made aware of Miss C's concerns about her car's safety and I think it could have done more and sooner in response. It's agreed to pay Miss C £125 in total compensation for the trouble and upset this caused. I think this is fair and reasonable as it's in keeping with what I'd require in similar circumstances. I note that Miss C said she didn't cash the cheque for £25, so this may need to be reissued.

my final decision

My final decision is that I uphold this complaint in part. I require U K Insurance Limited to pay Miss C a further £100 (£125 in total) for the distress and inconvenience caused by its level of service, as it's already agreed to do.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 1 March 2019.

Phillip Berechree
ombudsman