

The complaint

Ms T complains that U K Insurance Limited mishandled her claim on a motor insurance policy.

Where I refer to UKI, I refer to the above-named insurance company and I include its approved repairer and others insofar as I hold UKI responsible for their acts or omissions.

What happened

The subject matter of the claim and the complaint is a car made by a large carmaker and first registered in 2013.

In December 2021, Ms T had the car insured on a comprehensive policy under which UKI was responsible for dealing with any claim.

Unfortunately, in early December 2021, the car was in a collision and suffered damage to its front nearside. In January 2022, UKI arranged repair.

UKI tried to give the car back to Ms T with its engine management light (EML) on.

UKI arranged a diagnostic check at a garage franchised by the carmaker. The garage recommended a carbon clean.

Ms T engaged a garage to do a carbon clean. That garage also replaced the fuel injectors. Ms T complained, through us, to UKI.

In late April 2022, a national chain said the car had loose wiring.

By a final response dated early May 2022, UKI turned down the complaint.

In about July 2022, Ms T consulted a mobile mechanic. He reconnected some cables that he said had become disconnected during the accident or subsequent work.

Our investigator recommended that the complaint should be upheld in part. She didn't think that UKI was responsible for the issue with the engine. But she thought that UKI was responsible for delays and misinformation. She recommended that UKI should pay compensation of a further £100.00 for the distress and inconvenience caused to Ms T.

Miss T disagreed with the investigator's opinion. She asked for an ombudsman to review the complaint. She says, in summary, that:

- She has sent us an expert's report.

UKI also disagreed with the investigator's opinion in part. It asked for an ombudsman to review the complaint. It says, in summary, that:

- The customer was already awarded £100.00 for the previous issue with the engineer.
- It carried out a diagnostic check for the customer at a cost of over £500.00 as a

gesture of goodwill, therefore a request for a further £100.00 does not seem justified.

What I've decided – and why

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

Like most motor policies, UKI's policy for Ms T didn't cover mechanical or electrical faults unless caused by accident damage.

UKI did some repairs. But the EML was still on. So I find it reasonable that UKI sent the car for a diagnostic check at the franchised dealer. From what Ms T has told us, I find that the car was transported rather than driven to the franchised dealer.

The franchised dealer's recommendation of a carbon clean was in line with a bulletin from the car maker. So I don't find it unreasonable. I don't accept that the recommendation was a diagnosis or that UKI said that it would resolve the issue of the EML.

The policy didn't cover cleaning a carbon build-up. So it was up to Ms T to engage a garage to do it.

Ms T's garage found that – after the clean - the engine was misfiring. The garage replaced the fuel injectors. The garage's invoice in early February 2022 included the following:

*“Injector numbers 2 and 3 are over fuelling and leaking fluid when closed, injectors 1 and 4 are flowing correctly, however they are also leaking a small amount of fluid when closed. All 4 injectors require replacing.
Install new aftermarket injectors using new seals.
Carry out road test to verify the miss fire issue has been resolved. Road test complete without a re-occurrence of the issue.”*

There isn't any evidence that the accident or UKI's repair caused the fuel injectors to leak. I find it more likely that they had been leaking before the accident and that the engine needed a carbon clean. I find that the engine misfire was resolved in early February 2022.

Later, there was an issue with loose wiring, identified by the national chain. Ms T's expert resolved that issue. But Ms T's garage had worked on the car in early February 2022. And I don't hold UKI responsible for the acts or omissions of that garage.

Overall, Ms T and her expert haven't persuaded me that UKI was responsible to resolve the issues with the engine.

I don't find it fair and reasonable to direct UKI to compensate Ms T for the costs and inconvenience of getting work done by her garage and the expert.

However, I've noted some times when UKI didn't communicate with Ms T as well as it should've done. These included in early January 2022 and also in late January and early February 2022.

Putting things right

I find that the impact on Ms T was that she had to chase up and clarify information. So I find it fair and reasonable to direct UKI to pay Ms T – in addition to the £100.00 it says it has already paid her - £100.00 for distress and inconvenience.

My final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct U K Insurance Limited to pay Ms T – in addition to the £100.00 it says it has already paid her - £100.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms T to accept or reject my decision before 13 December 2022.

Christopher Gilbert

Ombudsman