

The complaint

Mr H complains about how U K Insurance Limited trading as Privilege ('UKI') handled his motor insurance claim.

UKI are the underwriters (insurers) of this policy. Some of this complaint concerns the actions of their appointed agents. As UKI accept they are accountable for the actions of their agents, in my decision, any reference to UKI should be interpreted as also covering the actions of their appointed agents.

What happened

The background to this complaint is well known to Mr H and UKI. In my decision, I'll focus mainly on giving the reasons for reaching the outcome that I have.

Mr H's car suffered damage when it slid down a hill in icy/snowy conditions on 10 March 2023. He registered a claim against his motor insurance policy with UKI.

He made a complaint in early April 2023 as he was unhappy with how the claim had progressed. UKI partially upheld the complaint and offered £150 for service issues. Mr H remained unhappy and referred his complaint to our Service for an independent review. Our Investigator considered the complaint but didn't recommend that it be upheld. As Mr H didn't accept the Investigator's assessment, the complaint has been referred to me for a final decision.

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.

Our Service is an alternative, informal dispute resolution service. Although I may not address every point raised as part of this complaint - I have considered them. This isn't intended as a discourtesy to either party – it simply reflects the informal nature of our Service.

Mr H had his son as a named driver on this policy. I note that some of the contact between Mr H and UKI has been through his son.

Mr H has referred to various elements of dissatisfaction with UKI. He feels that the contract of insurance has been broken for a number of reasons. I'll address the main, material complaint points below.

When Mr H first notified UKI of the road incident he was asked if the car was drivable. Mr H now says he shouldn't have been advised to continue driving the car and it wasn't road worthy. I don't find that UKI have done anything wrong in this regard. I say this because it wouldn't be unexpected for an insurer to ask their customer if (in their opinion) a car was drivable. For example, if the engine wasn't working or steering was compromised – it wouldn't be. The intention of this question is generally to determine if a car can be driven

home or if it requires transportation onwards or to a repairer. In any case, I've seen no evidence that Mr H has lost out as a result of continuing to drive the car shortly afterwards.

Mr H made contact with UKI on 17 March 2023 and said (in summary) that he had priced the parts required for repairs, had chosen a body shop for the repairs and wanted approval from UKI or the car declared a total loss.

Generally, an insurer will not agree to this type of settlement without first having reviewed the car themselves (through their appointed agents) or if they've been provided with an independent report outlining the scope of repairs needed. Mr H says he provided photos of the car on the date of loss. But I'm satisfied they acted fairly in relying on his son's opinion that the car was drivable – regardless of whether or not he was an expert. Therefore I don't find that UKI acted unfairly in not agreeing to this request and it seems they arranged a repairer based on the photos.

On 7 April 2023, UKI sent Mr H contact details for the approved repairer:

"Please contact our garage [name redacted by Ombudsman] at [number redacted by Ombudsman] for repairs as we have already sent the instructions for repairs and the garage can advise you the availability of the courtesy car.

Should you have any queries or require any additional information, please contact..."

Although UKI have referred to claim delays caused by their internal team, based on what I've seen, UKI were reliant on Mr H making contact with the approved repairer in order for the claim to move forward. No evidence has been presented that Mr H did get in touch with them. I can't fairly hold UKI responsible for this.

A large part of Mr H's complaint is about not receiving a courtesy car. Mr H did not have the 'Guaranteed Hire Car Plus' level of cover. So, under the policy terms, Mr H would generally become eligible for a courtesy car when the car was with an approved repairer. As outlined above, Mr H may have become eligible for the courtesy car had he contacted the approved repairer – but I've seen no evidence that he did. Therefore, I don't find that Mr H has been treated unfairly when not being provided with a courtesy car immediately after notifying UKI and (his son) telling them the car was drivable.

The offer of £150

UKI offered Mr H £150 for the service they've provided after he registered this claim. I can understand Mr H's frustration, but I'm satisfied that UKI have acknowledged the service they've provided wasn't at the level they'd have liked to deliver and this offer is an attempt to compensate Mr H for that.

UKI had a responsibility to take reasonable steps to be satisfied that they were communicating with Mr H - as he was the policy holder. Much of the early communication came through his son and an associated email address. I note that UKI requested Mr H get in contact with them and later a letter of authority was received on 25 March 2023. I also note that Mr H has said *"Why would I keep contacting them when all of my correspondence was ignored?"* But as outlined above, it was reasonable of UKI to try to verify it was Mr H communicating with them and I'm satisfied that UKI attempted to arrange a repair but were awaiting action from Mr H (to contact that repairer).

Overall, it's not in dispute that UKI's communication could have been better. But I find that their offer of £150 is fair, reasonable and appropriate. It's broadly in line with our externally

published guidelines <https://www.financial-ombudsman.org.uk/consumers/expect/compensation-for-distress-or-inconvenience>

Mr H has referred to UKI's obligations to handle claims fairly and promptly. I don't conclude that UKI have breached this responsibility to the extent that they need to do anything further to put things right. Certainly, the initial progress was slow, but the key bottle neck occurred from 7 April 2023 when Mr H needed to take action to contact the approved repairer.

Based on the complaint file, the next contact from Mr H (after April) was in July 2023. After UKI issued their final response letter on 16 June 2023, Mr H made contact on 31 July 2023. UKI sent a letter dated 9 August 2023 in which they asked Mr H to contact them if he wished to continue with the claim. Therefore, UKI were waiting for Mr H to get back in touch.

Other issues raised

Mr H's points about the road in question not being gritted/salted and the damaged railing not being repaired are not irrelevant to what's being complained about here and what my decision is addressing.

Mr H says he was mis-sold the policy, he ultimately scrapped the car because of UKI and he had to recover the car from north Wales. I've seen no supporting evidence that Mr H has raised these issues with UKI. He'd first need to do so before our Service could investigate those issues.

My decision will disappoint Mr H, but it brings to an end our Service's involvement in trying to informally resolve his dispute with UKI.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 26 February 2024.

Daniel O'Shea
Ombudsman