

## **The complaint**

Mr D complains about the delays and level of service provided by Accredited Insurance (Europe) Ltd when he made a claim on his motor insurance policy. He wants compensation for the inconvenience caused.

## **What happened**

Mr D made a claim on his policy after his catalytic converter was stolen from his car. Accredited Insurance's approved repairer said it would take six to eight weeks to get replacement parts. And so Accredited Insurance asked Mr D to get a quote for repairs from his own garage. Mr D did this, but Accredited Insurance's engineers were unable to contact the repairer to approve the quote and so repairs were delayed.

Mr D was unhappy with this delay and that he wasn't provided with a courtesy car. Accredited Insurance paid Mr D £50 compensation for its late response to his complaint.

Our Investigator didn't recommend that the complaint should be upheld. She thought Accredited Insurance had reasonably progressed the repairs. She thought it wasn't responsible for the nominated garage's delays. And she thought Mr D wasn't entitled to a courtesy car under his policy's terms and conditions whilst repairs were carried out as he wasn't using an approved repairer.

Mr D replied that he hadn't been told that he was responsible for putting Accredited Insurance's engineer in contact with the nominated repairer. He thought he shouldn't be responsible for claims handling. He thought if he had been given better advice, he would have used Accredited Insurance's approved repairer. As Mr D didn't agree, his complaint has come 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.

I can understand that Mr D felt frustrated that there were delays in his claim. He said that it took 38 days for his car to be repaired and he was without a car during this time. And I can see that he thinks that much of this delay was due to the lack of communication between Accredited Insurance's engineers and his nominated garage to authorise its estimate.

Accredited Insurance is required to deal with claims promptly and fairly. And so I've looked at Mr D's claim journey to see if it caused any avoidable delays. From what I can see, the approved repairers said it was unable to source the needed parts for six or seven weeks. So Accredited Insurance said Mr D could obtain an estimate from his own repairer.

Accredited Insurance said it received this estimate a week later and it instructed its engineers to authorise it. The engineer completed his assessment three days later and needed to discuss it with the repairer. But he was unable to make contact with the repairer as there were missed calls on both sides. I think the claim journey up to this point was reasonable and I can't see any avoidable delays caused by Accredited Insurance.

Accredited Insurance then contacted Mr D to ask him to follow this up with his garage. And I can see that Mr D then had a frustrating few weeks as both parties were unable to make

contact to discuss the repairs. But I can see that Accredited Insurance did try and contact the garage and I can't hold it responsible for the garage's lack of response. Mr D said that the engineer then wrote to the garage approving the repairs and the garage then completed them. So, although I can understand Mr D's frustration, I can't say that Accredited Insurance caused any avoidable delays in authorising the repairs.

Mr D thought he shouldn't have had to liaise between his garage and Accredited Insurance. But the garage wasn't one of Accredited Insurance's approved repairers. Mr D had chosen to use it to expedite his repairs, so the onus was on him to follow up the repairs with the garage.

Mr D thought that if he'd been given better advice, then he would have used an approved repairer. But, as far as I can see, Mr D acted on the estimate of a six or seven week delay in the approved repairer obtaining parts. His own repairer said it could obtain them within three days. And so I don't think Mr D would have acted differently if he had been advised that he would have to liaise with the garage.

Mr D thought Accredited Insurance should have provided him with a courtesy car whilst his repairs were being made. Our approach in cases like this is to consider whether the insurer's acted in line with the terms and conditions of the policy and fairly and reasonably.

The entitlement to a courtesy car is stated on page 12 of the policy booklet:

*"You will be provided with a small hatchback car with an engine size less than 1.2cc while your car is being repaired by one of our approved repairers."*

Mr D's car wasn't being repaired by an approved repairer, so he wasn't entitled to a courtesy car under the policy's terms and conditions. And I can't say that Accredited Insurance was responsible for any avoidable delays in the claim. So I can't say that Accredited Insurance should have provided a courtesy car whilst repairs were made.

Accredited Insurance offered Mr D £50 compensation for its late response to his complaint. But, as our Investigator has explained, we can't consider complaints about complaint handling per se as it's not a regulated activity. So I can't consider this here.

### **My final decision**

For the reasons given above, 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 D to accept or reject my decision before 11 April 2024.

Phillip Berechree  
**Ombudsman**