

The complaint

On behalf of Mrs L (the policy holder) Mr L says UK Insurance Limited ('UKI') and its repairer provided poor service following a claim on her motor insurance policy.

What happened

Damage was caused to the driver's door handle of Mrs L's car and to a window during an attempted theft. UKI's repairer ('garage A') returned the car in early December 2022. Mr L found three new scratches on it, so the car went back to garage A. It didn't accept that it had caused the scratches, but it repaired one of them and returned the car for the second time.

Mr L says very soon after that, increasingly he had difficulty in opening the door with the new handle. He complained to UKI about that and about several service issues in December 2022. In February 2023 UKI offered £100 for poor service. It said he should take the car to an independent garage for a review of the door. Mr L says by then it wouldn't open at all, causing serious problems for Mr and Mrs L and their disabled son. Mr L told us he told UKI about that and that he also told it he (Mr L) couldn't access the car from the passenger side (as the advisor had suggested) due to his own disability, so he couldn't take it to a garage.

UKI told us the three scratches were there when garage A first collected the car. It said Mr L wouldn't return the car to garage A or get an independent assessment. Instead, he complained to us. One of our investigators reviewed his complaint and thought UKI had acted reasonably. But Mr L said a video recorded when garage A first collected the car showed the scratches weren't there then – and that UKI should have arranged for a home visit from an independent assessor.

Mr L agreed - reluctantly - in April 2023 to allow garage A to review the car at his home. On 31 May 2023, two of its engineers were able to open the door and said its worn mechanism had caused the problem. Our investigator accepted that opinion. She noted that garage A reported a rise in the car's mileage after it was returned to Mr L the second time. As the car had been driven, she didn't think Mr L's requested payment for loss of use was reasonable.

Mr L said he'd told us he'd driven the car from late December 2022 until the door would no longer open. He didn't recall UKI asking him to get an independent view of the damage. And he said garage A had delayed its visit for a month. He sent us videos of the car's initial collection and its condition after its second return, plus photos of the scratches.

As the investigator didn't change her view, the complaint was passed to me for review. I issued a provisional decision upholding it, along the following lines:

- I thought the £100 compensation UKI had paid for the poor service issues Mr L raised in December 2022 was reasonable. But I didn't think it had fully considered the impact on Mr and Mrs L and their family of the car not being usable after Mr L told it a family member was disabled.
- I thought two of the scratches Mr L said were caused by the garage didn't show on its collection video. I thought an independent review of them and of the door should

have been done, as Mr L was never likely to accept garage A's view, when his relationship with it had broken down. I thought the onus was on UKI to move matters on – and that the delay in the garage's visit hadn't been explained.

- I said the impact on Mr L and his family of not having access to their car was far greater than it would have been on a family with no disabled members. So I thought UKI should have resolved the claim quickly. I thought it should arrange for an independent inspection of the damage and act on the findings. I also thought it should pay for loss of use from 21 February 2023 (when Mr L told it about the family's vulnerability) until garage A's inspection on 31 May 2023.

I asked the parties to comment on my provisional findings. UKI said a loss of use payment wasn't due, as Mr L hadn't told it he couldn't get the car to a garage due to his disability or that he couldn't arrange an independent inspection. It provided a copy of the conversation on 21 February 2023. It thought it had offered him reasonable options and said that garage A's inspection was delayed because Mr L wasn't available during the day. Mr and Mrs L said they'd tried to get other garages to inspect the car at home, without success, and that anyway they couldn't afford to pay for an inspection.

After further consideration, I reached the following further provisional findings:

- The call recording showed that Mr L didn't mention his disability to the advisor or give a reason he couldn't have the car assessed at home, so I didn't think a loss of use payment was appropriate.
- I still thought UKI should have arranged a prompt, independent review of the scratches and the door once it knew about the disability within the family and its impact. I said a review by garage A wasn't independent and was always likely to cause further problems and delay. But I thought it was likely there had been some awkwardness on both sides in arranging an inspection date.
- I thought it may be reasonable for UKI to ask an average consumer to arrange their own independent assessment, but that given the vulnerability of Mr and Mrs L's family, I didn't think it had done enough to resolve the issue promptly. I said it would have been quicker and easier for UKI (as an insurer) to have arranged a speedy independent home inspection, thereby avoiding a good deal of upset and inconvenience for the family. I thought £350 compensation for that would be fair and reasonable. I didn't think more than that was due, as Mr L could have done more to ensure UKI knew the full facts.

In response, UKI said it was unclear whether the £350 compensation included the £100 it had already paid. And as I'd said a loss of use payment wasn't due, given that Mr L hadn't told the advisor why he couldn't move matters on, it queried what the redress was for. It said it had provided fair options to Mr L, even taking into account the disabled family member it knew about. Finally, it said the issue with the door was wear and tear and that garage A had shown that it didn't cause the scratches.

Mr and Mrs L were unable to respond to my provisional view within the required time, due to illness. A further three weeks has now passed since Mr L said he'd respond shortly. Given the time that has elapsed, I think a decision has to be made now, in fairness to both parties.

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 don't think it has been established as a fact that the scratches weren't caused by the garage. Mr and Mrs L think they were, and in my opinion, two of them aren't visible in the

car's initial collection video. I don't think it has been shown that the problem with the door was caused by wear and tear either. That's garage A's opinion, based on its inspection of its own work. The home visit seems to have been very short and tense. I think that was to be expected, when Mr L had said he had no confidence in garage A, and there had been further problems in agreeing on an inspection date. The engineers didn't show Mr and Mrs L any evidence of the wear and tear or explain the basis of its opinion. So I think it's reasonable to conclude that an independent inspection is needed to resolve the repair issues fairly.

I agree that Mr L should have made it clear in the call on 21 February 2023 why he couldn't access the car – although I think it should have struck the advisor that *many* consumers would really struggle to climb over a central console to access the driver's side – even with no disability. So in my opinion, it wasn't a good option anyway. Mr L didn't know at the time that he'd struggle to get an independent garage to assess the car at home. And in any event, I think once Mr L had told the advisor about the impact of being unable to use the car (due to his son's disability) the onus was on UKI to explore that issue further, so it could ensure the claim was resolved promptly. UKI's vulnerability policy says it should focus on identifying potentially vulnerable consumers, that a flexible approach should be taken, and that the service provided should be appropriate to a consumer's needs.

I don't think the option of garage A inspecting the door was ever a viable one. I think UKI should have realised that, as the relationship between the garage and Mr L had broken down. I still think it would have been far easier for UKI to have arranged an independent home inspection than to ask Mr L to attempt it. Had it done so in February 2023, the claim is likely to have been resolved quickly, one way or another. Given the family's vulnerability, and the fact that they faced avoidable distress and inconvenience as a result of UKI's decisions, in my opinion it would be fair and reasonable for UKI to pay £350 compensation. The £100 it has already paid was for the service issues Mr L raised with it in December 2022.

My final decision

My final decision is that I uphold this complaint. I require UK Insurance Limited to arrange for an independent engineer to review the scratches (having had sight of the video evidence / photos) and the driver's door at Mr and Mrs L's home. It should pay for the repairs to be done, should the independent engineer decide the problem with the door and / or the scratches are garage A's fault (but not by garage A). And it should pay Mrs L £350 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs L to accept or reject my decision before 22 March 2024.

Susan Ewins
Ombudsman