

The complaint

Mr K complains about how Skyfire Insurance Company Limited handled a claim made on his motor insurance policy.

What happened

Mr K was involved in a car accident and Skyfire took his car for repairs. Rectification was then required. But Mr K was unhappy that Skyfire didn't give him a copy of the engineer's report about the repairs made and that the driver's seat moved. Skyfire later had an independent engineer inspect the car and the seat worked correctly. The car failed a later MOT, but this was unrelated to the seat. But Mr K remained unhappy with this and that Skyfire hadn't extended his car hire.

Skyfire offered Mr K £150 compensation for its level of service, and delays. It increased this offer to £300 after the complaint came to us to compensate Mr K for delays in finalising his complaint.

Our Investigator didn't recommend that Skyfire should do anything further. He thought the issues with Mr K's car weren't related to the accident. He thought its offer of compensation for delays was reasonable. And he thought Mr K had had the option of taking out a new contract for car hire, but he hadn't done so. So he thought Skyfire need do nothing further.

Mr K said he thought the car's new owner may have repaired the seat after he sold it. He said the hire company refused to provide a further contract as it was owed money. Mr K asked for his complaint to be reviewed, so it's 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 K felt frustrated that it took so long for his car to be repaired and then it required rectification work. After this was done, he said he felt unsafe in the car as the seats were moving backwards whilst driving. I can also understand that he was upset that he was without transport over the holiday period.

I can see that Skyfire offered Mr K £150 compensation for the delays, the need for rectification and for its level of service. Skyfire accepted that its agent had raised his voice to speak over Mr K. And I can understand that Mr K found this upsetting. But I can also see that Mr K's language in this call wasn't acceptable at times. And the agent did apologise to Mr K immediately. So I think that was fair and reasonable.

Skyfire offered Mr K £150 further after the complaint came to us because it took so long to resolve his concerns. I think £300 in total compensation was fair and reasonable as it's in keeping with our published guidelines for the impact these errors had over a long period. So I won't comment on this further. But Mr K said his car needed further repairs.

We're not engineers. We don'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.

When there is a dispute about repairs, we think it's good practice to get an independent engineer to assess whether the faults are accident-related. And I can see that Skyfire instructed an independent engineer to do this. He said that that it was unlikely that the seats were damaged in the accident. He demonstrated that the driver's seat worked fine but the passenger seat was stuck. He said it would need to be removed to check for damage or wear.

Skyfire said Mr K's car had passed its MOT after the repairs were made (and before Mr K sold it), so it thought if there had been a problem this would have then been identified. But it offered to pay for the car to be inspected at a garage of Mr K's choice to see if the car's seats had been damaged in the incident. I think that was fair and reasonable. But Mr K declined this offer.

In the absence of any conflicting evidence, I think it was reasonable for Skyfire to decide that the seat damage was unrelated to the accident. So I think it justified its decision that it wasn't responsible for this.

Mr K has repeatedly asked for a copy of the engineer's report to see what repairs were carried out to his car. Mr K has told us that he's sold his car, and so I can't see why he would now need this report. But I think he should have had it when he asked, and I will ask the Investigator to ask Skyfire for its consent to share this.

Mr K was also unhappy that he was left without a hire car over the holiday period. Mr K's repairs had been paid for by the other driver's insurer and he was provided with credit hire. Mr K's car had been repaired. And so the hire came to an end. The hire company refused to extend the hire as the repairs had been made and the other insurer wasn't liable for further costs. So if it extended Mr K's contract, then it may have been unable to recover these costs.

Skyfire explained to Mr K that he needed to return the hire car as his contract had ended. I think Mr K could then have taken out a further contract outside the policy's terms if he wished to have another hire car. But as this was outside the policy's terms and conditions I can't say that Skyfire should have provided this. So, although I can understand Mr K's frustration, I can't say that Skyfire did anything wrong in this.

Putting things right

I require Skyfire Insurance Company Limited to pay Mr K £300 in total compensation for the distress and inconvenience caused by its level of service.

My final decision

For the reasons given above, my final decision is that I uphold this complaint in part. I require Skyfire Insurance Company Limited to carry out the redress set out above, as it's already agreed to do.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 1 April 2024.

Phillip Berechree
Ombudsman