

The complaint

Mr M's representative complains on his behalf that UK Insurance Limited (UKI) did not complete satisfactory repairs to his car after it was damaged in an incident. They also complain about the time taken to confirm liability for the incident and the service received during the claim process.

References to Mr M or his representative, will include the other.

UKI are the underwriters of this policy i.e. the insurer. Part of this complaint concerns the actions of the intermediary. As UKI have accepted it is accountable for the actions of the intermediary, in my decision, any reference to UKI includes the actions of the intermediary.

There are several parties and representatives of UKI involved throughout the complaint but for the purposes of this complaint I'm only going to refer to UKI.

What happened

Mr M's car was hit by a tractor causing damage. The incident was reported to the police. Fault for the incident was reported to be that of the tractor driver.

Mr M made a claim on his motor insurance policy. The car was still drivable, but after a few days it was noticed the car was sitting at a tilt and there was a noise coming from it that was not there prior to the incident. This issue was notified to UKI.

The car was taken to a UKI approved repairer and Mr M was provided with a courtesy car.

The car was returned to Mr M and when he turned the engine on there was a dreadful noise. When he tried to drive it the engine stopped working. The repairer said the damage to the engine was not related to the incident and would not take the car back.

Mr M's representative had to make a number of calls to UKI to try to sort the issue out. They said they wanted the car to be scrapped.

UKI agreed for the car to be inspected at the main dealer to see if the engine damage was related to the incident or was down to wear and tear.

UKI paid Mr M £150 for inconvenience caused due to the poor service received when he was waiting for updates from it and for not receiving information when requested. It said it would not pay a settlement for the scrapped car.

Because Mr M's representative was not happy with UKI, they brought the complaint to our service.

Our investigator did not uphold the complaint. They looked into the case and said UKI's offer to pay for an independent assessment of the car was reasonable and as Mr M had scrapped the car before this had been undertaken there is no evidence the damage was accident related, and there is no further action UKI can take on the repairs. They agreed there was

poor communication and a lack of clarity on the claim progress. They said the £150 already paid to Mr M was a reasonable amount.

As Mr M's representative is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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.

The incident happened on 9 September 2023 and a claim was made to UKI within a couple of days. Mr M's car was taken to UKI's approved repairer and during the time the car was being repaired a courtesy car was provided to him. His car was returned on 6 October 2023 and the courtesy car was taken back.

When Mr M found there was an issue with the engine, contact was made with UKI's approved repairer immediately. The repairer said it had completed all the accident-related damage and the engine issue was not related to the accident. Mr M was told by UKI's repairer to take the car to the main dealer for inspection to confirm if the cause of the issue was related to the incident, and was told to contact UKI.

Mr M's representative contacted UKI to try and sort the issue out. I saw they had to make a lot of calls to try and progress the issue with the car engine and also to agree liability for the incident.

On 9 October 2023 UKI's repairer agreed to uplift the car and re-inspect it, but Mr M's representative said they did not want this to be done because they had organised for another repairer to undertake a review. However, the following week the representative updated UKI to say no one was willing to touch the car and therefore they wanted it to be written off.

On 24 October 2023 UKI spoke to Mr M's representative and said it would pay for an unbiased independent assessment of the car to take place at the main dealer. This would diagnose if the engine issue was accident related or wear and tear. UKI said it would then make a decision on the way forward. Mr M's representative said they would discuss this with Mr M and get back to UKI.

Between 6 October 2023 when the issue with the engine was reported, and 24 October 2023 when UKI agreed to pay for an independent assessment is a period of just over two weeks. As several options to resolve the issue were being explored during this time, I don't think UKI caused avoidable delays here.

I didn't see any evidence of either Mr M, or his representative, contacting UKI with a decision about progressing the main dealer inspection so it was not organised. I saw the car was scrapped by Mr M. His representative said it was scrapped because there was no other option. They said this was because UKI would not provide a courtesy car and because UKI's repairer said it would not take the car back. I didn't see any evidence of Mr M discussing scrapping his car before he proceeded with this, and so I am unable to hold UKI responsible for this action.

I looked at the terms and conditions of Mr M's policy and saw it only included a courtesy car for the duration of repairs and a car was provided to him whilst his car was at the repairer. I do understand it was inconvenient for Mr M, being without his car whilst the issue with the

engine was being looked into, however the policy option of guaranteed hire car plus that would have covered for a hire car in this situation, was not included in his policy.

There was a fault with the engine of Mr M's car after it was returned from UKI's approved repairer and I accept this will have been inconvenient and frustrating for him. The professional opinion of the repairers was this was not accident related but there was no evidence if this was the correct diagnosis or not. I think the offer from UKI to pay for an independent assessment before considering the way forward with repairs was the reasonable way forward in this case.

I understand Mr M and his representative will be disappointed, but because the car was scrapped, an independent assessment is no longer possible. Therefore there is no further action I can ask UKI to undertake in regard to the cause of the engine fault.

In relation to the complaint point regarding delays in liability being agreed, I accept Mr M's representative spent time on the phone to UKI trying to progress this and had to provide the same information a number of times. In addition there were several occasions where calls dropped out.

I have no doubt this took a lot of time and the level of service provided by UKI was not satisfactory. UKI accept it could have communicated better and chased up with the third-party more to progress agreement of liability. It sent £150 compensation to apologise for this. I agree this is a fair and reasonable amount in the circumstances.

Therefore, I do not uphold Mr M's complaint and do not require UKI to do anything further in this case.

My final decision

For the reasons I have given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 29 July 2024.

Sally-Ann Harding
Ombudsman