

The complaint

Mr D is unhappy with the delay in his vehicle being repaired by One Insurance Limited (One Insurance) under his motor insurance policy.

What happened

In November 2023 Mr D was unfortunately involved in an accident and so reported a claim to his motor insurer One Insurance. Mr D was unhappy One Insurance hadn't contacted him to arrange the repairs to his vehicle. One Insurance told Mr D he would need to speak to its live chat function to arrange this. In January 2024 Mr D spoke with One Insurance about the repairs to his vehicle. One Insurance told Mr D it didn't have any automatic courtesy cars available at that time but it would be in touch once one was available.

Mr D was unhappy he hadn't received any further contact from One Insurance and so submitted an estimate from his own repairer. One Insurance said it contacted Mr D to say it would pay the equivalent cost of what the repairs would cost if carried out by one of its approved repairers. Mr D has said he didn't receive any contact from One Insurance. Mr D raised a complaint with One Insurance, unhappy the repairs to his vehicle still hadn't been arranged. As Mr D didn't receive a response to his complaint within eight weeks, he referred it to this Service.

Following Mr D referring his complaint to this Service, One Insurance contacted Mr D about his complaint. It said whilst it had contacted Mr D about the repairs to his vehicle, there had been some communication failings, and Mr D hadn't received contact from a manager as he should have done. It told Mr D if he wanted to arrange repairs he should use its chat function and offered £300 compensation.

Our investigator said she thought the offer from One Insurance was fair. She said she thought One Insurance could have been more proactive in its communication about the repair to Mr D's vehicle and a manager hadn't called him as it should have done. She said she thought it was reasonable for One Insurance to pay what the repairs would cost at its approved repairer as this was in line with the terms of the policy. She thought £300 compensation was reasonable compensation.

Mr D didn't agree with our investigator. He said One Insurance had made no attempt to arrange the repairs of his vehicle and had failed in its contractual obligations. He also said the £300 compensation hadn't been paid.

As Mr D didn't agree with our investigator, the complaint has been passed to me to decide.

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 want to acknowledge I have summarised Mr D's complaint in less detail than he's presented it. I've not commented on every point Mr D has raised. Instead I have focussed on

what I consider to be the key points I need to think about. I mean no discourtesy by this, but it simply reflects the informal nature of this Service. I assure Mr D and One Insurance I have read and considered everything that's been provided.

Based on the evidence provided I think One Insurance haven't handled Mr D's claim as expected and this has caused Mr D some distress and inconvenience.

Mr D's claim was reported in November 2023. I can see at this time Mr D was sent a letter telling him once the claim was validated One Insurance would look to pass Mr D's details to its approved repairer who would aim to contact Mr D in 72 hours. However I haven't been provided evidence to show Mr D was contacted by One Insurance nor its approved repairer. This meant Mr D had to contact One Insurance to ask about repairs to his vehicle and he was told to use the live chat function.

Mr D contacted One Insurance in January 2024 and repairs to his vehicle were approved. During a live chat with One Insurance on 26 January 2024 One Insurance looked to arrange repairs with Mr D. Mr D required an automatic courtesy car but One Insurance didn't have one available at this time. It said it would contact Mr D when one was available to book the vehicle in for repairs.

During this live chat it did offer to pass Mr D to its Motor Repair Network but Mr D didn't want to deal with an unknown third party and so declined this as he was entitled to do. During this live chat One Insurance told Mr D he would need to pay his excess prior to repairs being carried out. This isn't in line with the terms of Mr D's policy which explain the excess is payable once the repairs are completed. Whilst this incorrect information would have caused Mr D frustration, I don't think this misinformation caused a delay in repairs being arranged, instead I think the delay was due to the availability of an automatic courtesy car.

I understand Mr D was unhappy he hadn't received any further contact from One Insurance about booking his vehicle in. However I can see One Insurance were checking whether any automatic courtesy cars were available, which was the reason Mr D's vehicle wasn't booked in for repairs.

In March 2024 Mr D provided One Insurance with an estimate from his own repairer. One Insurance emailed Mr D to say it would only pay the equivalent of what the repairs would cost if carried out by its approved repairer. It asked Mr D to contact it to either authorise this or arrange repairs with its approved repairer. Mr D has said he didn't receive this email, and I don't disbelieve Mr D's testimony that he hasn't seen it. However based on the evidence provided I'm satisfied this email was sent by One Insurance.

The terms of Mr D's policy explain if he chooses to use his own repairer, One Insurance will only pay the cost it was told by its own repairer and will not pay the extra for repairs if not carried out by its approved repairer. One Insurance have provided evidence to show it obtained an estimate based on its approved repairer's rates to calculate the repair costs it would pay if Mr D decided to use his own repairer. I'm satisfied the amount it offered to pay has been calculated in line with the terms of the policy.

Mr D was unhappy he hadn't heard anything from One Insurance and so contacted it again. One Insurance have said it should have arranged for a manager to contact Mr D but this didn't happen. It would have been distressing for Mr D not to receive a response from One Insurance, especially as he was still looking for his vehicle to be repaired. One Insurance told Mr D if he wanted to book his vehicle in for repairs to contact the live chat function. Whilst I acknowledge Mr D doesn't think the live chat function is suitable, I'm satisfied he has been given the information on how to progress the repairs to his vehicle.

I think there have been delays in One Insurance arranging the repairs to Mr D's vehicle. It should have contacted Mr D after he reported the incident. However I think following this the delay in Mr D's vehicle being booked in for repairs was due to the repairer waiting for an automatic courtesy car to become available. Mr D has been caused additional distress given he was provided incorrect information about his excess, and given he didn't receive contact from a manager as he should have done. I think Mr D experienced distress as a result of not receiving One Insurance's email in March 2023, but as I've said, I'm satisfied this was sent and so can't say this was due to an error by One Insurance.

Having taken this into consideration I think the £300 One Insurance offered to pay is reasonable compensation to acknowledge the distress and inconvenience its errors have caused. I have taken into consideration what Mr D has said about the worsening condition of his vehicle, but I have also taken into consideration Mr D's vehicle is driveable and so he has still been able to use it.

Since our investigator issued her view on Mr D's complaint, due to some confusion, One Insurance have said it has paid Mr D what it has said it would cost its approved repairer to carry out the repairs to Mr D's vehicle, minus any applicable policy excess. Mr D has said he didn't want this to be paid and it isn't sufficient for the repairs to his vehicle to be repaired.

As I've said One Insurance have paid what the policy terms explain it will pay if Mr D is using his own repairer. However if Mr D decides he wishes to use one of One Insurance's approved repairers then he should be given the opportunity to do so provided he returns the funds he has received from One Insurance in relation to the repairs to his vehicle.

My final decision

For the reasons I've outlined above, I uphold Mr D's complaint about One Insurance Limited. I think its offer to pay £300 compensation is reasonable in the circumstances.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 19 December 2024.

Andrew Clarke
Ombudsman