

The complaint

Mr W complains about how Markerstudy Insurance Company Limited dealt with a claim on his taxi insurance policy.

What happened

Mr W's taxi was parked on his driveway at home. During a storm, several tiles fell off the roof of his rented house and damaged his taxi. Mr W therefore called his broker to claim on his policy with Markerstudy for the damage to his taxi.

There was then some confusion between Mr W's broker and Markerstudy which meant Markerstudy didn't collect Mr W's taxi until just over 3 weeks later. Markerstudy then reviewed the claim and arranged for the repairs to be completed. While Mr W's taxi was repaired, he was provided with a courtesy car under his policy.

Mr W wasn't happy with how long the claim was taking and complained to Markerstudy. He said he'd been without a taxi for three months and couldn't work during this time. He also said he'd had to pay for taxis to get his children to school. Mr W said he wasn't provided with a courtesy car until two months into the claim and that when his car was returned to him there were warning lights on the dashboard which weren't there before. Mr W was also unhappy with outcome of his claim as he felt the owner of his house had been negligent and not maintained it properly, which resulted in the tiles falling off the roof.

Markerstudy reviewed the complaint and partially upheld it. It agreed there had been some delays in dealing with the claim but also said some of the delays were outside of its control. Markerstudy also didn't agree the issues with Mr W's car were accident related and so didn't agree to rectify them. However, due to the poor claim handling, Markerstudy paid Mr W £300 compensation. Unhappy with Markerstudy's response, Mr W referred his complaint here.

Our Investigator reviewed the complaint and didn't recommend it be upheld. She found that when Mr W reported his claim, his broker didn't inform Markerstudy of the claim for around two weeks. However, as Mr W was away during this time, she didn't think the delay disadvantaged Mr W. Our Investigator also found that Mr W's policy didn't cover his loss of earnings, so didn't think Markerstudy needed to cover them. And, as Mr W hadn't shown the issues with his taxi were most likely accident related, she didn't recommend Markerstudy do anything more to fix them.

Mr W didn't agree and so the complaint has come to me to decide. Mr W said he didn't agree he should be held liable as he believed the owner of his house hadn't maintained the roof properly. He also said his car was working fine before the incident and now it had warning lights on the dashboard. Mr W also didn't think Markerstudy's offer for its errors was enough and asked for £2,000 instead.

I issued a provisional decision on this complaint on 29 October 2024 where I said:

"Mr W has raised a number of points. For ease of reading I'll deal with each one separately.

Delays

I'll first address the delays in Mr W's claim. Under industry guidelines Markerstudy is required to deal with claims promptly and fairly. I've therefore, looked at whether it has done so here. Markerstudy accepts there has been delays on Mr W's claim but has also said it isn't responsible for some of the delays.

I've considered the timeline of the claim and it appears there are more delays than Markerstudy says it's responsible for. I say this as I can see Mr W's broker notified Markerstudy of the claim on 21 February 2022 and even chased Markerstudy on 1 March 2022 to collect Mr W's taxi. While I can see there was some confusion about recovery charges and them being paid, Mr W's taxi wasn't collected until 16 March 2022. Mr W was then provided with a courtesy car on 22 March 2022. From reviewing the communication I'm not persuaded Markerstudy dealt with this aspect of Mr W's claim promptly or fairly as it took over three weeks from Markerstudy being notified of the claim, until it collected Mr W's taxi. Due to this Mr W also wasn't provided with a courtesy car until a month after he'd claimed.

Once Markerstudy had collected Mr W's taxi it then assessed the damage the next day, however, the costs weren't approved until 30 March 2022. So almost another two weeks later. Given this is Mr W's taxi and his source of income I'm not satisfied taking two weeks to approve costs is fair or reasonable. I would expect an insurer to deal with claims for damage to someone's source of income significantly quicker than Markerstudy has here and so Markerstudy has delayed Mr W's claim by not approving the costs quicker than it did.

Mr W's taxi then wasn't available to collect until the 11 May 2022. Markerstudy has said this is due to some parts being on back order. However, it said it doesn't have access to the repairers' systems and so can't confirm when the parts were ordered or chased. I'm therefore not satisfied Markerstudy has shown the delay was outside of its control.

Due to Markerstudy causing more delays than it's provided compensation for, I think it should pay an additional £200 for distress and inconvenience this caused Mr W. I say this as Mr W has had to chase to get his claim moving, and while he was provided with a courtesy car, this wasn't until around a month after he claimed. I understand Mr W has raised his loss of earnings, however without evidence of these it's not something I'm able to consider further. Mr W also wasn't around for around 3 weeks at the start of the claim and not working during this time, he was then provided with a courtesy car while his car was repaired. So, while Markerstudy has delayed his claim, I'm not persuaded it needs to pay more than I'm intending to award.

Repairs

Mr W has also said his taxi hasn't been repaired properly and raised concerns with warning lights being on and the dashboard not fitting correctly. Markerstudy deny this is related to the work done on the car as it said it didn't touch the dashboard or the interior of the taxi. However, I can see several tiles fell onto the base of Mr W's windscreen, which is in the vicinity of the dashboard. As this area of damage to Mr W's taxi is directly next to the dashboard it's also possible these issues are related to the tiles falling on Mr W's taxi. I asked Mr W what he's done about the issues with the taxi and he's said he sold the taxi and bought another one as he said his taxi wasn't reliable. Mr W said he sold the taxi for 20% less than he could have got for it due to these issues but wasn't able to provide evidence of this when asked.

When considering the issues with the repairs to Mr W's taxi, I've not seen enough to show they're related to the incident. Furthermore, as Mr W has now sold the taxi it's not possible for them to be assessed and determine whether they were incident related or not. I'm

therefore not going to tell Markerstudy to do anymore in relation to these, as I'm not satisfied they were more likely than not accident related.

Liability

Finally, Mr W has raised concerns about the liability of the accident. He feels the owner of his house has been negligent by not maintaining the roof properly. Markerstudy has said the owner has denied responsibility and said the cause is due to an "act of God". Markerstudy said it doesn't believe it has a reasonable prospect of success in recovering its costs as there isn't sufficient evidence to show Mr W's landlord has been negligent. I understand Mr W feels the landlord has been negligent, however, without anything else to show they have been negligent, I'm satisfied Markerstudy has acted reasonably in settling the claim as it has."

Mr W didn't respond by the response date set in my provisional decision. Markerstudy responded and said it didn't have anything further to add.

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.

As neither party had any further comments in response to my provisional decision, I see no reason to depart from it.

My final decision

For the reasons explained above and in my provisional decision, my final decision is that I uphold this complaint. I require Markerstudy Insurance Company Limited to pay Mr W an additional £200, bringing the total compensation for distress and inconvenience to £500.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 17 December 2024.

Alex Newman
Ombudsman