

complaint

Mr M has complained that Markerstudy Insurance Company Limited didn't return his scooter to him, even though it declined his motorcycle insurance claim.

My references to Markerstudy in this decision include its agents.

background

Mr M's scooter was damaged in an attempted theft. Markerstudy collected it and said it wasn't economical to repair it. But then Markerstudy turned down his claim and cancelled his insurance. Mr M asked for his scooter back. But Markerstudy had already sold it. Markerstudy paid him £300 comprised of £200 for the value of the scooter and £100 compensation.

Mr M didn't think that went far enough and brought his complaint to us. The adjudicator didn't think Markerstudy had done anything wrong but Mr M didn't agree and asked for an ombudsman's decision.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint. Having done so, I'm not going to uphold it.

We've previously looked at Mr M's complaints about the decision to cancel his insurance. But in this decision I've only considered his complaint about Markerstudy selling his scooter.

It's not in dispute that Markerstudy shouldn't have sold Mr M's scooter when it did. So what I need to decide is if Markerstudy have done enough to compensate him for the impact of that mistake.

Markerstudy sold the scooter for £125. And the amount they gave him back was more than that. Mr M's said the scooter had a new exhaust. And he thinks could have got more for it if he'd sold it. But the exhaust was on it when it was sold and I don't think that means that Markerstudy should increase the amount it pays to Mr M. And, as I've said above, the amount it paid to Mr M was more than it received for it. So I think Markerstudy has paid him a reasonable sum for the scooter.

Mr M's added that there was some delay in Markerstudy sorting this out. It had emailed him a form to complete before releasing the scooter to him. But, for reasons that aren't clear, Mr M didn't receive the form and Markerstudy didn't take any action until Mr M received and returned another form. It was only then that Markerstudy noticed that it had sold the scooter before it had sent him the form in the first place. I can understand that Mr M must have found that frustrating. But I think the compensation Markerstudy has paid him is reasonable in the circumstances.

my final decision

For the reasons set out above 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 27 July 2016.

Joe Scott
ombudsman