

complaint

Mr A's complained about the way Markerstudy Insurance Company Limited (Markerstudy) handled his motor insurance claim .

background

Mr A was involved in an accident and made a claim under his policy. He brought a complaint to this service, saying Markerstudy provided a poor service throughout his claim and that the claim hasn't been settled more than 12 months after the accident happened. Mr A said this experience also affected his health.

Our investigator looked into this complaint and at first thought it shouldn't be upheld. He thought, although the claim was taking some time, this wasn't Markerstudy's fault and it had been actively progressing the claim. He also thought the overall service Markerstudy provided was reasonable, but that it could've updated Mr A more regularly. He initially found the offer of £100 compensation Markerstudy had already made to Mr A was fair.

Mr A responded to our investigator's initial assessment with some further information. He provided a reference number for the police report associated with his claim that hadn't been obtained by Markerstudy. And also said he'd made a claim for his tank bag, and his wearable camera that hadn't yet been paid.

Our investigator considered this and said he thought Markerstudy should've obtained the police reference number sooner. He also considered the terms and conditions of the policy and thought Mr A's claim for his tank bag should've been paid. But he didn't think the wearable camera was covered. He suggested Markerstudy pay Mr A a further £100 compensation for the delay it had caused in paying the claim.

Markerstudy agreed with the investigator's recommendation. Mr A didn't agree, so the complaint has been passed to me to decide.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I can see from the information we have that Markerstudy has been actively progressing Mr A's claim. Although there were delays in receiving information from third parties, that was outside of its control. So, although the claim is taking a long time to conclude and this has caused Mr A inconvenience, and potentially affected his health, I don't think it would be fair to say this is Markerstudy's fault, or that it should do anything to put this right.

Mr A told us he was pressured into using Markerstudy's approved repairer. But I haven't seen anything to support this. The terms and conditions are clear that Mr A could've used his own choice of repairer. I think it was reasonable for Markerstudy to point out that if anything went wrong during the repairs, and he had used a different repairer, they wouldn't be responsible. I think it was also reasonable for Markerstudy to explain that it would only pay an amount for repairs equal to what it would cost it had Mr A used an approved repairer. Insurers often have arrangements with their approved repairers where they are able to guarantee the quality of the repairs, which they would be unable to do with a garage they aren't familiar with.

Mr A further explained that the repairing garage didn't follow his instructions about how he wanted his bike to be returned to him and the potential impact this could've had. While I think it would've been reasonable for Mr A's instructions to have been followed I haven't seen enough evidence to suggest this had a significant impact on him, and so I don't think it would be fair to ask Markerstudy to do anything to put this right.

Mr A said Markerstudy was supposed to arrange physiotherapy for him following the accident. But there's nothing in the policy to suggest Markerstudy is responsible for covering this cost, so it wouldn't be reasonable for me to suggest it should do so.

There isn't a section in Mr A's policy that covers his wearable camera. So I don't think Markerstudy should be asked to cover this cost. But I think it's likely Markerstudy could've obtained the police reference number sooner, especially as Mr A was able to get this himself. And looking at the terms and conditions of Mr A's policy it's also clear the claim for his tank bag should've been paid, as his policy states:

"We will cover you against loss or damage to accessories while fitted to the motorcycle caused accidentally or as a result of malicious damage or vandalism..."

And accessories are defined as:

"Additional or supplementary parts of your motorcycle not directly related to its function as a motorcycle. This definition includes top boxes, tank bags and other luggage carriers while fitted to your motorcycle but does not include telephone, audio, navigation equipment, helmets or clothing."

Considering all of the information I have about this complaint I think Markerstudy should've paid Mr A's claim for his tank bag and also obtained the police reference number sooner. It's clear that by not doing this Markerstudy has caused Mr A distress and inconvenience. So I think Markerstudy should pay Mr A's claim for his tank bag plus 8% simple interest and also pay him an additional £100 compensation for not having done this sooner.

my final decision

My final decision is that I uphold this complaint. Markerstudy Insurance Company Limited should pay Mr A a further £100 compensation in addition to the £100 already offered and also pay his claim for the tank bag subject to any applicable excess and limitations of his policy plus 8% simple interest from the date the claim for the tank bag was made to the date it is paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 18 October 2017.

Terry Woodham
ombudsman