

## **The complaint**

Miss J is unhappy with how Skyfire Insurance Company Limited handled a claim she made on her car insurance policy.

## **What happened**

Miss J had an accident and her car sustained some damage. In summary, she's unhappy that the repairs took so long and with the service she received. She complained to Skyfire who apologised for the delays. Unhappy, Miss J complained to the Financial Ombudsman Service.

Before our investigator issued his opinion Skyfire offered Miss J £250 compensation and £130 for the time she was without a car. Miss J didn't accept this. Our investigator looked into what had happened and thought the offer was fair in the circumstances.

Miss J asked an ombudsman to review her complaint. She accepted £130 for the loss of use was fair for the days she didn't have a car. But she explained that she didn't know the named driver could drive the hire car, which caused her inconvenience. She said she was concerned with the length of time she had to have a hire care, no urgency was given to the repairs and she wasn't given updates. Finally, Miss J is unhappy that she had to pay for a new car battery. So, I need to make a decision.

## **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 relevant rules and industry guidelines say that Skyfire has a responsibility to handle claims promptly and fairly.

There's no dispute that the claim wasn't handled as it should have been. It's clear Miss J received poor service and that she experienced distress and inconvenience as a result. I'll focus on the key remaining disputes in dispute and whether the compensation offered is fair.

I'm upholding Miss J's complaint. But I think the £130 for loss of use and £250 compensation offered is fair and reasonable because:

- Miss J had access to a hire car for the majority of the time she was without her own car. The £130 acknowledges the period of time that she didn't have one.
- Unfortunately, the documentation from the car hire company didn't make it clear the named driver wasn't covered because his name wasn't passed on by the insurer. Miss J explained that with a small baby this caused inconvenience. She confirmed she didn't query this with Skyfire and so they weren't able to do anything to help. But I think that inconvenience is fairly reflected in Skyfire's offer.
- I appreciate that Miss J was without her own car for a long time. I accept what she's

said about there being a lack of urgency and compassion. She had to repeatedly chase for updates and there were errors when logging, and dealing with, the claim. However, as I've outlined above, she did have access to a car. And, I think the £250 offered is fair for the poor service she received.

- I appreciate that Miss J had to replace the battery, at significant cost to herself. This was on the instruction of the garage. As Miss J acknowledged this wasn't something she discussed with Skyfire at the time before going ahead with the purchase and replacement. And there's no compelling evidence which explains why the battery had to be replaced. So, based on the evidence that's available, I don't think it's fair and reasonable for me to direct Skyfire to cover the cost of the battery. However, if Miss J is able to obtain more information from the garage about this issue, I'd expect Skyfire to consider it in line with the policy terms.

### **My final decision**

I'm upholding Miss J's complaint and direct Skyfire Insurance Company Limited to put things right by paying her £130 for the loss of use of her car and £250 compensation for the distress and inconvenience caused by delays and poor service.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss J to accept or reject my decision before 10 August 2023.

Anna Wilshaw  
**Ombudsman**