

## **The complaint**

Mrs K complains about how One Insurance Limited dealt with a claim she made on her car insurance policy after an accident.

## **What happened**

The details of the complaint are well known by both parties, so I won't repeat them here. Instead, I'll focus on providing the reasons for my 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.

I understand Mrs K has strong views about what has happened. I want to assure her I've read and considered carefully everything she's said.

The purpose of my decision isn't to address every single point the parties have raised or to answer every question asked. My role is to consider the evidence presented by Mrs K, and by One Insurance Limited, to reach what I think is a fair and reasonable decision based on the facts of the case. I won't therefore be taking into account the reviews of other people's experiences of One Insurance Limited that Mrs K has provided.

Having reviewed everything, I agree with the conclusions reached by the investigator for the following reasons:

- One Insurance Limited's liability under the policy is to repair all accident-related damage to manufacturer's standard. I recognise that this means they would be potentially quoted at a higher cost than a policyholder maybe willing to pay and would include some items in order to meet this requirement, which on the face of it someone may choose not to repair if they undertake a private repair.
- Mrs K has said One Insurance Limited inflated the repair costs in order to avoid repairing the car and to class the car as a write off. I've looked at the engineers report One Insurance Limited has provided and the details of the repairs Mrs K had done. But I haven't seen evidence which shows One Insurance Limited's report was obviously wrong.
- Or, have I seen any comments from an engineer of comparable qualifications and experience about what repairs in the report in their opinion didn't need completing (remembering the repairs have to be undertaken to a manufacturer's standard). So, overall, I think it was reasonable for One Insurance Limited to base its repair costs on this report.
- I am not satisfied One Insurance Limited offered Mrs K a fair valuation for her vehicle. And by doing this I'm satisfied it caused her inconvenience and influenced her decision not to proceed with the claim and repair the car privately.

- I accept it was initially indicated to Mrs K her car might be repaired. This isn't unusual; however, it is only after a car is fully inspected that an insurer will become aware of all of the damage to a car and make its assessment on how to move the claim forward.
- There were slight delays in getting the assessment completed which caused Mrs K inconvenience as she was without her car.
- Based on the policy, Mrs K was only entitled to a courtesy car if hers was being repaired. As it was deemed to be a write off One Insurance Limited did not need to provide Mrs K with a courtesy car.
- As part of the claim, it was discovered Mrs K had points on her licence that One Insurance Limited was not aware of. Under the relevant legislation, the Consumer Insurance (Disclosure and Representations) Act 2012 (CIDRA), One Insurance Limited is entitled to make any adjustments to the settlement to reflect the fact it has only been paid a proportion of the premium it would have charged had the true circumstances been known. Having considered the question asked and the information One Insurance Limited have provided from its underwriters, I'm satisfied it was entitled to make a deduction from the settlement it originally offered to Mrs K.
- One Insurance Limited has confirmed the claim remains open as there are outstanding charges associated with it. Therefore, it is possible for Mrs K to decide if she wants to proceed with this now. She would need to provide details of the repairs she had done, and costs incurred to One Insurance Limited for its consideration. And, subject to the deduction of any applicable policy excess and, that above for the misrepresentation of points, One Insurance Limited would then need to make settlement to Mrs K for any remaining amount. Mrs K will need to contact One Insurance Limited if she now wishes to do this.
- I'm satisfied One Insurance Limited's handling of this claim caused Mrs K distress and inconvenience. I think it should pay her £500 compensation to reflect this.

For the reasons above, I uphold this complaint.

### **My final decision**

I uphold Mrs K's complaint against One Insurance Limited. I direct it to pay her £500 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 28 July 2023.

Alison Gore  
**Ombudsman**