

The complaint

Mr K complains Accelerant Insurance Europe SA/NV (Accelerant) caused delays in repairing his car after he made a claim on his motor insurance policy.

Accelerant are the underwriters of this policy i.e. the insurer. Part of this complaint concerns the actions of the intermediary. As Accelerant have accepted they are accountable for the actions of the intermediary, in my decision, any reference to Accelerant includes the actions of the intermediary.

What happened

On 9 December 2022 Mr K was involved in an incident whilst driving his car which was used as a taxi.

He made a claim on his motor insurance policy. His car was collected by Accelerant's approved repairer on 14 December 2022 and an estimate for the repairs required was approved on 16 December 2022. Accelerant said the car would need to be checked for further damage when the car was stripped down. The additional checks were completed on 4 January 2023. Further damage was found, and the repairs were approved.

There were delays in completing the repairs on the car due to parts not being available. The repairs were completed, and the car was returned to Mr K on 18 February 2023.

Mr K complaint to Accelerant about the service he had received and delays in repairing the car. He said he wanted to be reimbursed for his loss of earnings as a taxi driver due to delays in completing the repairs.

As Mr K was not happy with Accelerant, he brought the complaint to our service.

Our investigator upheld the complaint. They looked into the case and said Mr K's policy did not cover him for a replacement taxi and therefore loss of earnings were not covered. They said Accelerant should pay Mr K £100 for loss of use of his car between 14 December 2022 and 20 December 2022. They did not think Accelerant should pay anything further for the delays in obtaining the parts to repair the car.

Accelerant agreed to pay £100 to Mr K. But as Mr K is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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.

Courtesy car and loss of earnings

I looked at the terms and conditions of Mr K's motor insurance policy held with Accelerant. On page 12 it says;

“We will not pay for:

- loss of use, earnings, or any other indirect loss.*
- cost of alternative transport or courtesy/hire vehicle.”*

Mr K's policy is clear that it does not provide him with cover for either loss of earnings or a courtesy vehicle and therefore Accelerant did not need to provide either of these in this case.

I saw Mr K was provided with a courtesy car from 20 December 2022 to 4 January 2023 through an alternative standalone policy.

I do not require Accelerant to do anything further in relation to loss of earnings when Mr K was without his car.

Delay in repairs

I saw after Accelerant's authorised repairer had undertaken the additional checks on Mr K's car on 4 January 2023, that it was unable to obtain the required parts immediately.

I saw Accelerant liaised with the repairer and looked at obtaining alternative parts and also at whether any temporary repairs could be carried out to make the car road legal and drivable until the parts arrived, but this was not possible.

Availability of car spare parts is not something within Accelerant's control. I saw that Accelerant kept Mr K up to date on progress with obtaining the required parts. And as it tried to find alternative options to make the car legal and drivable whilst waiting for the parts, I think it did as much as it could to try and get it back on the road in the quickest time possible.

I therefore do not hold Accelerant responsible for the delays in Mr K's car being repaired whilst waiting for the spare parts and do not uphold this part of his complaint..

Putting things right

Accelerant agreed to pay £100 to Mr K for delays in December 2022 and this should be paid.

My final decision

For the reasons I have given I uphold this complaint.

I require Accelerant Europe SA/NV to pay Mr K £100 that it agreed to pay for the delays caused in December 2022.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 1 August 2023.

Sally-Ann Harding
Ombudsman