

The complaint

Mrs G has complained about the service she received from Accredited Insurance (Europe) Ltd under her motor policy when she notified them about hitting something whilst driving on a busy motorway causing her to breakdown. Plus, there was further damage to her car given her car was recovered by the police to a carpark overnight when someone else drove into it, causing more damage.

Specifically, Mrs G complained about Accredited's failure to call her back when promised, the lack of any courtesy car and the fact it didn't pay for the repair of her car. References to Accredited include all its agents.

What happened

Mrs G broke down on a busy motorway in August 2022. Mrs G said she thought she hit something on the motorway causing her car to breakdown. Her recovery agents failed to act fast enough in attending to her, so the police recovered her to a car park. Her car was left there overnight, and another car drove into her car causing further damage.

Mrs G's complaint was complicated by the fact that three different entities were involved in the situation. The providers of her recovery cover, her broker or intermediary, and her actual motor insurer. This particular complaint is only dealing with her motor insurer namely Accredited's actions.

Accredited said in its final response letter of 7 October 2022 that her broker has reported what had happened to her to it on 24 August which explained she had two incidents which occurred on 19 August, one on the motorway and one after the police recovered her car to the carpark overnight. It explained it tried to talk to her on 1 September but couldn't reach her, so it emailed instead. It said in that email it offered to inspect her car if she wished to make a claim. It said it explained it would have been two claims, one concerning the incident on the motorway and the other for the damage in the carpark. So, she would have to pay two excesses.

It explained that it received an email from Mrs G on 9 September that she didn't feel it was worthwhile claiming as it would impact her No Claims Bonus (NCB). But she still thought she should have had a hire car. Accredited said any hire car can only be provided under the policy if Mrs G's claims were capable of being paid by another driver. However, given Mrs G felt she hit something on the motorway, there would be no one to claim from there. And further given the damage which occurred to her car in the carpark, there were no details of who caused that damage, so again there was no one to claim from there. It explained she might have been entitled to a courtesy car but that would only occur if Mrs G claimed to have her car repaired and the courtesy car would then be provided by the garage repairing her car. Therefore, given she didn't want to make any claim, there was no such courtesy car available to her either.

Accredited went on and said it felt it should have contacted her earlier, so it decided to pay her £25 compensation for its delay if she provided her bank details.

Mrs G remained dissatisfied, so she brought this complaint to us too. The investigator didn't think Accredited had to do anything further. Mrs G didn't agree so her complaint was passed to me to decide.

I issued a provisional decision on 15 November, and I said the following:

'As I explained in the decision about the broker, I do want to acknowledge that Mrs G has been through an awful time since her car broke down in the middle of a busy motorway in August 2022. That in itself was very traumatic and frightening. Then the confusion and muddle of three separate entities effectively being involved in one incident was also confusing and distressing. Mrs G is elderly and does suffer health problems too, so she has vulnerabilities. I do understand what a tiresome and distressing process she has been through, and I hope now that I can get things more clarified for her.

I also understand that from Mrs G's point of view she really only has one complaint. However, as we write legally binding decisions if the consumer accepts our outcome, we can only deal with one entity at a time in each decision or complaint so that the outcome is only against that one business. That's the reason we had to split Mrs G's complaint into three complaints. The one against the recovery provider has already been dealt with and I'm dealing with the other two, namely one against her broker/intermediary and also this one against her insurer, Accredited.

I've carefully read Mrs G's comments following the investigator's view in this case. Mrs G remained of the view that her broker didn't pass on the information to Accredited. But as Mrs G will note in the decision against the broker, I've found that it did do that just fine and it's not therefore relevant to whatever Accredited did or didn't do. Mrs G also said that the recovery company didn't give her the right information about who to contact. That decision was decided by a different ombudsman, and they ensured the recovery company paid some compensation to Mrs G for the recovery company's lack of service. So, what is relevant in this decision is what if anything Accredited did wrong once the broker informed it of Mrs G's possible claim, given her car was recovered off the motorway and sustained further damage in the carpark where it was parked overnight.

Accredited's duties were to act in assessing Mrs G's car for accident-related damage if she wanted to make a claim. Mrs G said she thought she hit something on the road on the busy motorway which then caused her car to break down. Afterwards she said she paid to have the clutch fixed. Unfortunately, because her car was left overnight in a carpark after being recovered by the police from the motorway, someone else damaged some bodywork on her car.

So essentially Mrs G had two possible claims, one from hitting something on the road on the motorway and one for the bodywork damage when her car was in the carpark. It's highly likely that the money Mrs G spent on fixing her clutch might not be accident-related damage so might not have been covered under her policy. If the only damage was her clutch failing whilst she was on the motorway and no damage happened from possibly hitting something on the motorway, then it's unlikely Accredited would have deemed this a claim that her motor policy would cover. However, it's very likely the damage her car sustained in the carpark would have been a valid claim. Any claim would have meant Mrs G would have had to pay an excess and if she wanted to make two claims then two excesses would have been applied.

But unless or until Accredited inspected Mrs G's car, all of this is just conjecture. So, what actually happened once Mrs G got to talk to Accredited. I've counted up at least 53 emails conservatively, between Mrs G and Accredited between 21 August 2022 and 21 August 2023, so over a whole year. That's an excessive number of emails over two potential claims one being what if anything Mrs G hit on the motorway which caused her to breakdown and the other being the fact her car was taken to a carpark overnight and sustained some bodywork damage. It's also over an excessive time-period for any claim arising out of the one incident namely breaking down on the motorway.

It's clear from all the emails from Mrs G that Mrs G was struggling with the fact she had to negotiate between three different entities sadly. That's not necessarily any fault of Accredited but it seemed, with few exceptions, to ignore Mrs G's difficulties in managing her claim and trying to work out what she was entitled to. Throughout this year of emails there were gaps and then Mrs G had to start chasing again because no one was answering her emails or indeed returning promised calls. She needed clear information about how potentially two claims would affect her future insurance premium and her NCD and the information she received about that was often less than clear.

Whilst it might have been obvious to Accredited what Mrs G needed to do, it remained unclear to Mrs G.

I don't consider this is good enough service, given Mrs G was elderly, with health issues and therefore vulnerable. I also consider that the delays in communication, the lack of returned calls, plus the lack of movement for several months at a time, caused Mrs G unnecessary further distress and inconvenience. Therefore, I consider Accredited should now pay Mrs G the sum of £300 compensation for these service failings in the very particular circumstances of this complaint. That's in line with our stance on such issues and I consider it fair and reasonable here.

It remains that if Mrs G wants to make any claims concerning what she might have hit on the road plus the bodywork damage caused to her car in the carpark overnight, she should do so without delay. But it's likely she will have to pay her excess per claim and since there is no other driver identifiable who caused these claims to happen, the claims if paid by Accredited are likely to be classed as 'fault claims' on Mrs G's insurance record and that will likely affect her premiums going forward.'

Accredited didn't respond to my provisional decision. Mrs G felt I should have made a decision against an entity which is an agent of Accredited in managing any claim. It now transpires that some agents on behalf of Accredited are now in touch with Mrs G to assess the damage to her car.

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.

Having done so again, I'm upholding this complaint for compensation only. I'll now explain why.

Mrs G will now see at the top of this decision and to assuage her concerns about this that any reference to Accredited does now specifically include any agent it appoints to deal with Mrs G. For the avoidance of any doubt, it was always the case that any reference to

Accredited being Mrs G's insurer, also included any agents it authorised to deal with her claim to include those now named by Mrs G.

I note that Mrs G is now in communication with these agents to include other agents who are assessing her claim for damage to her car. If Mrs G has any further issues with regard to the repair or decision to repair her car, she must first complain directly to Accredited and the agents and if it isn't sorted out, she can then bring that complaint to us.

Turning to the contents of this specific complaint against Accredited as detailed in my provisional decision above concerning its service to her up to that time, it remains my view that Accredited didn't provide a good enough service to Mrs G prior to the issue of my provisional decision in helping her sort out her possible claims. Therefore, it remains my view that it should pay her £300 compensation for this.

My final decision

So, for these reasons it's my final decision that I now uphold this complaint for compensation only.

I now require Accredited Insurance (Europe) Ltd to pay Mrs G the additional sum of £300 compensation ensuring the total amount paid to her is £325.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 1 January 2024.

Rona Doyle
Ombudsman