

The complaint

Mrs A complains about how One Insurance Limited handled a claim she made on her motor insurance policy.

Reference to One Insurance includes its agents.

What happened

Mrs A holds a motor insurance policy with One Insurance. When her car was hit by a drunk driver while parked, she made a claim for the damage. One Insurance accepted the claim, but Mrs A complains about it's been handled.

One Insurance has only consented to us looking into events up to its final response letter of 10 January 2023 in this complaint. So, I've not considered anything that's happened after that in this decision. Should further things have happened which Mrs A is unhappy about, that would need to be looked at as a separate complaint.

Mrs A's complaint centres around delays in repairing her car, and the provision of a courtesy car while this has been happening. She said she wasn't given a courtesy car in time meaning she had to spend money on taxis. And when she was given a car, it wasn't an automatic car like hers, meaning her and her husband have suffered pain in their knees and back. She's said she had to rent a car for a planned trip away and was told she'd be reimbursed the costs, but this hasn't happened.

One Sure offered £250 compensation, but Mrs A remained unhappy and brought her complaint here. One of our Investigators recommended her complaint be upheld. She thought One insurance should pay another £150 and reimburse Mrs A the taxi costs she'd incurred before getting a courtesy car, and the cost of the hire car for her trip.

Mrs A agreed but One Insurance didn't and asked for an Ombudsman's decision, it maintained its offer of compensation was fair but provided no other comment.

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, I'm upholding it. I'll explain why.

- The claim was made on 24 July 2023, but Mrs A wasn't given a courtesy car until 10 August 2023. Like our Investigator, I'm satisfied that without further explanation, that's too long. So, One Insurance should pay Mrs A the cost she incurred on taxi's during that time, plus 8 % simple interest. Had it provided a hire care sooner, these were costs she wouldn't have incurred.
- From what I've seen Mrs A let One Insurance know she needed a car for a planned trip away and was told to submit an invoice and she'd be reimbursed. So, One

Insurance should honour that, and reimburse this invoice, plus 8% simple interest.

- It's acknowledged there were delays, so I don't need to go into detail on what those delays are, but like our Investigator, considering the time, and the action, or inaction on this claim, I think a fairer offer of compensation would be £400. So, I agree with our Investigator in that a further £150 is warranted.
- I appreciate One Insurance's points relating to part delays, but it's not evidenced what the parts were or what other options it took to source them. And for three months the car was at a garage where no action was taken due to a lack of available technicians. But like our Investigator set out, One Insurance agreed to insure this car, so it's responsible for repairing it when it's damaged (assuming the damage is covered by the policy). I'm not persuaded it's fair that Mrs A should suffer because of a lack of available technicians.
- I understand Mrs A's point in relation to the courtesy car being a manual. But I can see that One Insurance tried to source an automatic but had none available. The policy does say any special requirement are subject to availability, so by trying, I'm satisfied One Insurance fulfilled its obligation here.

My final decision

For the reasons set out above, I uphold this complaint. To put things right, I require One Insurance Limited to:

- Reimburse Mrs A the cost of taxi's between making the claim and 10 August 2023. 8 % simple interest should be added to this payment. Interest should be calculated from the date Mrs A paid for the taxi, to the date One Insurance pays her.
- Reimburse Mrs A for the hire car she took out for her trip away. 8 % simple interest should be added to this payment. Interest should be calculated from the date Mrs A provided the invoice to One Insurance to the date One Insurance pays her.
- Pay Mrs A an additional £150 compensation for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 5 January 2024.

Joe Thornley
Ombudsman