

The complaint

Ms M complains that Accredited Insurance (Europe) Ltd delayed repairing her car and didn't provide her with a courtesy car following a claim made on her motor insurance policy. She wants compensation for the way her claim has been handled.

What happened

Ms M made a claim on her policy after her car was damaged. Accredited Insurance took the car for repairs, and these were completed about a month later. Ms M was without transport in this time, and she said she lost work because of this. Ms M was unhappy with the time it took to repair her car and that no courtesy car was provided.

Our Investigator didn't recommend that the complaint should be upheld. He thought Accredited Insurance hadn't caused any avoidable delays in the claim and the repairs had been progressed reasonably. He thought Accredited Insurance hadn't acted contrary to the policy's terms and conditions as a courtesy car was subject to availability and one wasn't available.

Ms M replied that it took 40 days for the approved repairer to replace her wing mirror and bumper. She said her claim had been put on hold because of a change of address issue caused by Accredited Insurance's incompetence. She said she had paid an additional premium to get a courtesy car. She thought she should have been given the option of choosing her own garage.

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 can understand that Ms M felt frustrated that it took over a month for her car to be repaired and she wasn't provided with a courtesy car during this time. Ms M has listed a number of concerns about how her claim was handled:

- Poor communication between Accredited Insurance's agents from the start.
- She had to pay for car insurance for a month without being able to use her car.
- She didn't receive an explanation for why she had to pay £60.01 to change her address rather than £30.00 as shown online.
- She has business car insurance, but she wasn't provided with a courtesy car for over a month, and she was told she cannot get any compensation for lost earnings.
- She could have had her car fixed sooner if she was allowed to choose her garage.
- When a courtesy car couldn't be provided when her repair was finally authorised, Accredited Insurance should have paid for her to hire a vehicle.

But, as our Investigator has already explained, we can only consider those complaints that Ms M has already raised with Accredited Insurance and so allowed it a chance to respond.

So I can consider here her complaints about the delays in the claim, the lack of a courtesy car and her loss of earnings.

Accredited Insurance is obliged to deal with claims promptly and fairly. I've looked at the claim journey and, although I can understand Ms M's impatience, I'm satisfied that the time it took for the repairs to be completed was fair and reasonable.

It took 11 days for Ms M's car to be taken for repairs following notification of the claim. But during this time Accredited Insurance wanted proof of Ms M's new address, which I think is reasonable. And it then took the garage six days to collect the car after it had been instructed, which I think is fair and reasonable.

It then took 7 working days for the repairs estimate to be completed, which I don't think is excessive.

Accredited Insurance approved the estimate 4 working days later and the parts were ordered on the same day.

The parts were delayed by 4 days, but I can't reasonably hold Accredited Insurance responsible for the manufacturer's delays. Once the parts had arrived, the repairs were completed after 7 working days, and the car was returned the next day.

So I'm satisfied that Accredited Insurance didn't cause any avoidable delays in the claim and I think it reasonably progressed the claim. And so I don't require it to pay Ms M any compensation for delays.

Ms M thought the time taken for repairs to the bumper and wingmirror was excessive. But I've seen the engineer's report and I can see that the damage was more extensive and required paintwork as well and replacement parts. So I can't say that the repairs should have been made more quickly.

Ms M thought she should have been able to use her own repairer, and she thought this would have made the repairs faster. And I can see that Ms M's policy booklet sets out on page 10 the process, and limitations, of using her own repairer. But I can't see from her email correspondence or the file notes that Ms M asked to use her own repairer. Instead, she accepted the use of an approved repairer.

I can see that Ms M requested a courtesy car at the start of the claim, but she didn't receive one at all. Our approach in cases like this is to consider whether the insurer's acted in line with the terms and conditions of the policy and fairly and reasonably. And Ms M's policy states that a courtesy car is provided by the repairer for the duration of repairs, subject to availability.

I'm satisfied that Accredited Insurance managed Ms M's expectations from the start when it sent her an email providing details of how her claim would be dealt with. This explained the national situation with parts and repairs and the knock on effect on courtesy car availability. I can see from the file notes that the approved repairer tried to provide a car, but the ones returned were damaged. And so a courtesy car wasn't available for Ms M when her repairs started. So I think Accredited Insurance acted within the policy's terms and conditions.

Ms M said she was paying extra for business use and so a courtesy car should have been provided. But the class of use doesn't change the policy's terms and conditions. And, unlike some policies I've seen, Ms M's policy doesn't provide a replacement car when her own car is unroadworthy.

Ms M wanted compensation for her loss of earnings. But I can see that the policy doesn't provide for this. And, as I don't think Accredited Insurance was responsible for any avoidable delays in the claim, I can't say that it should pay Ms M for loss of use of her car or alternative hire or compensate her for loss of her earnings.

My final decision

For the reasons given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms M to accept or reject my decision before 14 February 2024.

Phillip Berechree
Ombudsman