

SURVEY OF PRIVATE MOTOR INSURANCE POLICYHOLDERS

Qualitative Research Findings

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Competition & Markets Authority



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1 Executive Summary

The Competition and Markets Authority (CMA) is conducting an investigation into the supply or acquisition of private motor insurance (PMI) in the UK. A theory of harm assessment determined how harmful competitive effects might arise and adversely affect customers¹.

Following the publication of provisional findings², the CMA is now working on remedies to address adverse effects on competition. This report details the findings from qualitative research carried out to explore general public views and reactions to three proposed remedies.

1.1 Remedy 4B

How to explain to consumers the costs and benefits of No Claims Bonus Protection when purchasing their motor insurance policy.

Remedy 4B key findings:

- No claims bonus is considered important. Participants assumed that no claims bonus is high value which can make no claims bonus protection attractive to those with a high number of no claims bonus years.
- No claims bonus protection is not a key factor or point of differentiation when purchasing an insurance policy.
- No claims bonus protection purchase decision making is based on either a desire for peace of mind or rejection of an additional cost on your insurance policy. The purchase decision making process is not currently a well-informed choice; across the research many who currently have no claims bonus protection assume it is unlimited protection.
- There is a desire for no claims bonus protection to be shown as an add-on product with a stand-alone price.
- There is limited desire to see the financial value of no claims bonus on PCWs (as opposed to individual insurer websites) as consumers are unlikely to use this to choose their policy (although some would like the option to see this information).
- However, consumers are keen to have an understanding of the general value of no claims bonus and therefore are positive towards seeing percentage values by year.
- Overall, there is a strong desire for greater no claims bonus protection product information and detail including the impact of number of at fault/ not at fault claims on both no claims bonus and premium.

¹ http://www.competition-commission.org.uk/assets/competitioncommission/docs/2013/publications/cc3_revised_.pdf

² <https://www.gov.uk/cma-cases/private-motor-insurance-market-investigation>

1.2 Remedy A

How to inform consumers of their legal and contractual rights following an accident. This would cover information given in their policy documentation and information given at first notification of loss, which would typically be by telephone call.

Remedy A key findings:

- There is little awareness of legal rights and entitlements. Consumers turn to their insurer following a motor vehicle accident to seek confirmation about entitlements under the terms of their individual policy.
- First notification of loss is the ideal time to provide this information to consumers.
 - Consumers do want to receive information at first notification of loss. Their main interest is in their entitlements.
 - A long script or lengthy document might encourage them to ‘switch off’ – something shorter in length, detailing key points is preferred.
 - There is a desire for information that is brief, detailing key facts, with optional detail.
- There is a risk that Remedy A documentation could have limited impact:
 - If sent out with policy documents, it is likely to be filed unread.
 - The document’s legalistic, official tone suggests it is a legal requirement for the insurer, rather than something to support the consumer.
- The importance of the information contained in Remedy A is not well understood. Currently, there is little motivation to attend closely to legal entitlements, as insurers are trusted to provide all required information.
- Wider awareness-raising of the importance of knowing consumer entitlements may be required.

1.3 Remedy 1F

How best to ask questions at first notification of loss to claimants who are not at fault in an accident regarding their need for a replacement vehicle (mitigation questions).

Remedy 1F key findings:

- Overall there is mixed awareness of consumer entitlement to a temporary replacement vehicle. This is often clouded by confusion over whether people included ‘courtesy car’ as part of their policy.
- The mitigation questions proposed for Remedy 1F are considered easy to understand but suggest to consumers that the insurance company aims to avoid providing a temporary replacement vehicle.
- There are concerns regarding mitigation questions that ask about temporary repairs and roadworthiness of the vehicle with consumers feeling unable to confidently answer these.
- Consumers are unsure why they are asked if they have already received an offer of a temporary replacement vehicle.
- The mitigation question asking about family vehicle availability is considered intrusive and met with a negative response.

- Overall consumers feel that the similar temporary replacement vehicle question works well in assessing their needs for a vehicle that enables you to carry out required activities during the time you have the vehicle.
- There are some queries from consumers regarding how long you are entitled to a temporary replacement vehicle and desire for this to be clarified.

2 Introduction

2.1 Background

The Competition and Markets Authority (CMA) is conducting an investigation into the supply or acquisition of private motor insurance (PMI) in the UK following reported increases in PMI premiums, the final report is due September 2014. A theory of harm assessment was conducted to determine how harmful competitive effects might arise and adversely affect customers³. It suggested that there were features of the UK's PMI market that restricted and distorted competition and the market, and raised concerns over the complexity of products offered, which could make it difficult for customers to identify best-value offers⁴.

Provisional findings were published in December 2013, and they demonstrated the adverse effects on competition and their detrimental effects as follows;

- The separation of cost liability and cost control, coupled with various practices and conduct of other parties managing claims which may involve excessive costs distort competition in the PMI and result in high motor insurance premiums, estimated to be £100-£220 million per year to the consumer.
- There is insufficient evidence to find an Adverse Effect on Competition (AEC) but CMA remain of the view that some insurers do not monitor repair quality sufficiently to ensure that consumers receive the standard of repair to which they are entitled.
- It is difficult for consumers to identify the best value offers of add-ons (such as no claims bonus protection and replacement vehicles) as motor insurers have a point-of-sale advantage and information irregularities between the insurer and the consumer may lead to products being bought at inflated prices.
- Price Comparison Websites (PCWs) may take advantage of consumers only searching on one PCW which prevents a provider of motor insurance and PCWs competing on price, and ultimately increases premiums for motor insurance to the customer⁵.

The CMA is now working on remedies which may be used to address adverse effects on competition. The key **objectives** of this research were to test three remedies that have been identified by the CMA, as follows:

1. **Remedy 4B:** How to explain to consumers the costs and benefits of No Claims Bonus Protection when purchasing their motor insurance policy.
2. **Remedy A:** How to inform consumers of their legal and contractual rights following an accident. This would cover information given in their policy

³ http://www.competition-commission.org.uk/assets/competitioncommission/docs/2013/publications/cc3_revised_.pdf

⁴ <https://www.gov.uk/cma-cases/private-motor-insurance-market-investigation>

⁵ http://www.competition-commission.org.uk/assets/competitioncommission/docs/2012/private-motor-insurance-market-investigation/131217_remedies_notice.pdf

documentation and information given at first notification of loss, which would typically be by telephone call.

3. **Remedy 1F:** How best to ask questions at first notification of loss to claimants who are not at fault in an accident regarding their need for a replacement vehicle (mitigation questions).

2.2 Method

Qualitative research was carried out to explore views and reactions to the proposed remedies. A qualitative approach enabled participants to express their views in their own words, and provide rationale for their reaction to the remedies.

A mixed qualitative approach included both individual depth interviews and mini-group discussions.

Each individual depth interview took place face-to-face with one participant and lasted 1 hour. An individual setting allowed participants to express their views without influence of peers.

Each mini-group discussion took place face-to-face with six participants and lasted 1.5 hours. The discursive environment of the mini-group encouraged participants to share their thoughts, debate and develop their views regarding the remedies.

GfK developed a discussion guide, and stimulus to explain the remedies to participants provided by CMA. A rotation plan was put in place across all depth interviews and rotated the order in which the remedies were shown. This allowed researchers to reflect on any possible order effect or bias. Copies of the discussion guide and stimulus can be found in the appendix.

2.3 Sample

The sample included six mini-groups discussions and 15 individual depth interviews. A range of demographic and motor vehicle accident experience were included to provide a good spread of views and opinions across the research. The table below details the sample.

Method	Experienced a motor vehicle accident in the last 12 months		Have not experienced a motor vehicle accident in the last 12 months
	Not at fault	At fault	
Mini-group discussion	Group 1 17-24 years SEG ⁶ : BC1	Group 3 45+ years SEG: BC1	Group 5 25-44 years SEG: BC1
	Group 2 45+ years SEG: C2DE	Group 4 25-44 years SEG: C2DE	Group 6 17-24 years SEG: C2DE
Depth interview	Depth 1 17-24 years	Depth 4 17-24 years	Depth 7 17-24 years
	Depth 2 25-44 years	Depth 5 25-44 years	Depth 8 25-44 years
	Depth 3 45+ years	Depth 6 45+ years	Depth 9 45+ years
	Depths 10-12 All had their claim dealt with by a Claims Management Company		
	Depths 13-15 All experienced a MVA in the last 12 months but did not claim		

Research took place in Sheffield, Bristol, Coventry and London between 15th and 28th May 2014. Specialist qualitative researchers Rezina Chowdhury, Polly Hollings, Caroline Roper and Amrita Sood moderated the sessions.

⁶ SEG refers to socio-economic group

2.4 Strengths and limitations of qualitative research

Using a qualitative methodology to explore peoples’ attitudes towards proposed remedies allowed researchers to gather rich insights regarding the clarity and usefulness of these remedies. This qualitative approach created a discursive and enabling forum where people could describe, discuss and debate their attitudes and feelings towards remedies. This meant that participants were frequently asked to review materials and the remedies in much greater detail than we might expect in day-to-day life.

The main strength of this approach was that it allowed participants to give their views in an open and spontaneous way. While the mini-group discussions and individual depth discussions followed a clear structure, participants were not required to limit themselves to multiple choice answers, and responses were therefore full, rich and nuanced.

However, there are limitations to the approach used. Qualitative research emphasises self-expression and insight over numerical outcomes and therefore relies on detailed discussion with a relatively small sample; although the research was carried out with a range of people this sample cannot be considered representative of the general public.

2.5 Abbreviations

Abbreviations used throughout the report include:

NCB	No Claims Bonus
NCBP	No Claims Bonus Protection
MVA	Motor Vehicle Accident
FNOL	First Notification of Loss
TRV	Temporary Replacement Vehicle
CMA	Competition & Markets Authority
PCW	Price Comparison Website
PMI	Private Motor Insurance

3 Setting the context

3.1 Attitudes towards insurance and claiming

Across the research, participants voiced a range of attitudes and views regarding car insurance. These provide a useful context for understanding attitudes and reactions to the proposed remedies.

Attitudes and circumstances that emerged as factors in taking out additional insurance and add-ons:

- risk-averse mind-set seeking peace of mind from insurance/ add-ons;
- high spec vehicle;
- high reliance on vehicle for work and/ or family commitments and;
- perception of value of insurance/ add-ons positively impacted by previous experience of a MVA.

“I didn’t look at my insurance till I got the chip and found out I did have windscreen cover, but if I didn’t I would have been worried and ever since then I’ve had it.”

Coventry, 20 years, no MVA in last 12 months

Attitudes and circumstances that emerged as deterring uptake of additional insurance and add-ons:

- cost-focussed, keen to avoid any additional financial outlay;
- ‘won’t happen to me’ mind-set envisaging that unlikely to need to claim on insurance/ add-ons;

“Until it [MVA] happens to me I won’t start worrying about it...but until something happens...you tend not to think how important these things are.”

Bristol, 36 years, no MVA in last 12 months

- general scepticism towards the cost of insurance/ add-ons and the value of these and;
- perception of value of insurance/ add-ons negatively impacted by previous experience of MVA.

Confidence in making insurance choices:

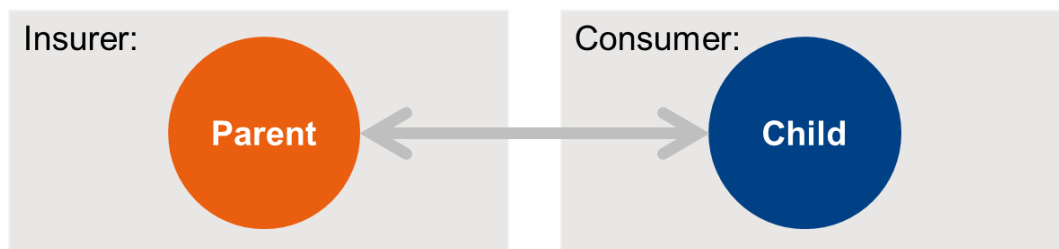
- low self-efficacy and reliance on family or broker to inform insurance decisions;

“My broker just does it for you...it takes the stress out of it as well, he just rings you up once a year and you pay this amount of money...I feel he’s giving me the best deal available. I trust him to give me the cheapest one...I probably trust him far too much, I could ring him after a crash and find I’ve got nothing.”

Sheffield, 24 years, not at fault

- high financial literacy and confidence in making insurance decisions and;
- increased knowledge and understanding of products from previous experience of MVA.

Of key interest for this research, were attitudes towards and awareness of entitlement when making a claim. When exploring this, a clear 'parent; child' relationship between insurer and consumer emerged.



Parental role of the insurer: consumers routinely considered NCB as a reward from insurance companies for good driving behaviour. Whilst believed to be a high value and aspirational bonus, there was very limited understanding of the real financial value of NCB.

"It's drummed into us from a young age...the first thing you've got to try and get your hands on is no claims because it brings the cost down...but I'm not sure what the benefit is."

Bristol, 45 years, not at fault

For many participants, the assumed high value of NCB resulted in informal protection of their premium and NCB; many described how they had not, or would not claim for small and low cost 'bumps' aiming to avoid an increase in premium and reduction in NCB years.

Child role of the consumer: a strong theme of consumer dependency and reliance on insurers emerged across the research. Consumers relied on insurers to inform them of their entitlements when involved in a MVA, and to provide a hassle-free experience when dealing with the claim.

"I would ring [my insurer] up because there are a lot of ways that you could misread legal talk, it's quite complicated and...there's so much detail whereas if you speak to someone they're going to tell you there and then, it's such a firm answer. If I read something and I had an answer that formed in my mind I'd doubt myself until I actually heard it from the company, that I was right."

Sheffield, 23 years, not at fault

This strong reliance often meant that participants had low appetite for detailed information about their entitlements, or simply did not read any information assuming that the insurer, when needed, would verbally clarify this.

3.2 Policy purchase

Purchase methods cited across the research included:

- Directly from insurer
- Via a broker
- Via a PCW

Participants had arranged their insurance via channels that they felt most comfortable using – most had used online channels, with some mention of telephone calls.

“I prefer to do it online because it’s quicker and it costs less ‘cause it can cost a fortune ringing up.”

Sheffield, 24 years, no MVA in last 12 months

The key consideration when purchasing the policy was the best cost for a fully comprehensive insurance policy⁷. Participants made cost comparisons with other offers available and against the previous year’s cost. Once content with this price, participants considered the cost of add-ons and chose which to include in their policy. Some participants simply did not consider add-ons often viewing car insurance as a legal requirement, and aiming to spend as little money as possible.

A small number of participants noted that they took loyalty benefits (e.g. supermarket reward points, discount for remaining loyal to a particular insurance provider) into account when choosing their insurer.

Once purchased, participants recalled receiving policy documentation via email or post. Most briefly scanned these to confirm basic coverage points and confirm that personal details were correct before filing them away.

“I probably look through the main part – the letter – I probably wouldn’t look through the terms and conditions...probably just because it’s so long winded and I’ve got other things to get on with really!”

Bristol, 29 years, at fault

Those who had purchased via a broker recalled an additional Key Facts document. They had found this useful because it clearly listed what was included in the policy. This was again, filed away.

⁷ All participants held a fully comprehensive policy.

Overall, it was clear that participants had very limited knowledge and understanding about the cost of add-ons to their insurance policy and the features of these. When reflecting on their policy, participants noted that they were unsure how car insurance is calculated and were unsure the impact of NCB on their premium. Few recalled seeing or reading any detail about add-ons and simply ‘ticked a box’.

“I just clicked the option to have NCBP, I wasn’t given any information, I don’t know how much it costs, and that was that”

Bristol, 46 years, no MVA accident in last 12 months

3.3 Clarity of policy information

Whilst few participants could recall the content and language use of their policy documentation, they were encouraged to evaluate the clarity of the remedy information shown during the research sessions. Four key aspects of information provision emerged as important.

Jargon-free information:

Participants felt that it was important for information to be explained using Plain English and without jargon/ acronyms and generally unfamiliar terms. The types of words and phrases that many found difficult to comprehend included:

- Premium
- NCB discount
- Excess
- Claim (lacks clarity whether this refers to an at fault/ not at fault claim and whether it refers to a claim of particular severity)
- Claims management company
- Split-liability

“I think it would probably be quite clear but it’s just written in a way that’s not...it’s not written in a way you’d read a book. It’s very difficult to read all the way through”

Sheffield, 19 years, not at fault

Complex calculations:

Participants disliked reading information that required them to make a mathematical calculation. Most preferred information that was clear and comprehensive. Participants lacked confidence in interrogating unfamiliar figures regarding NCB.

“Say how it is. This is how much it is with your protected no claims, this is how much it is without it. Not try and word it differently and con you in to buying something....it’s just how it’s worded....it’s like they’re trying to hide something from you.”

Coventry, 22 years, no MVA in last 12 months

Personalised information:

Participants did not want to spend time navigating information that was not relevant to them or their policy. Displaying only personally relevant information could help clarify policy and add-on features.

“I would like it to be tailored personally to your actual insurance....before you get your renewal....with real figures”

Sheffield, 40 years, at fault

Transparency:

When reviewing the remedy information shown across the research sessions, participants expressed concern about the vagueness of some words used. They felt that words such as ‘may’, ‘typical’ and ‘reasonable’ were open to interpretation. The word ‘claim’ was also considered vague lacking detail about what type of claim this meant.

“The word claim doesn’t explain how severe your accident would have to be...would your NCB decrease depending on if you were found at fault or not at fault?”

London, 19 years, at fault

The development of the remedies should reflect these information needs and preferences.

4 Remedy 4B

Explanation of remedy

How to explain to consumers the benefits of No Claims Bonus (NCB) Protection when purchasing their motor insurance policy.

4.1 No Claims Bonus (NCB)⁸

→ NCB is considered important, aspirational, and participants noted that they would informally protect their NCB by not claiming in certain situations. However, the real financial value of NCB is unclear.

Participants felt that NCB was important and something to be proud of. The length of time taken to build up a high number of NCB years made it aspirational amongst young and new drivers.

Whilst participants knew that NCB resulted in a reduction on annual premium, none knew exactly how much this was or what it was worth. A couple of participants thought that they knew a percentage discount figure, but were unsure whether this was correct. There was some debate regarding the impact that NCB had on your premium versus other factors such as postcode.

Overall there was mixed understanding of the impact that making a claim on your insurance would have on your NCB years – some thought that your NCB would return to zero years, whilst others wondered whether there would be a reduction in rather than a total loss of years.

.....
“I thought it was straightforward that you had your accident and therefore your no claims got wiped out. But I had an accident a couple of years ago and they took off some of my no claims bonus, like a few years and I kept some years, so I didn’t think it worked like that....I’m glad that it did ‘cause it meant that I kept 4 years and lost 3.”

Bristol, 36 years, no MVA in last 12 months

However, all participants assumed that a not at fault MVA would not affect their NCB. They expected that their NCB would be affected if they had an at fault MVA which provided a rationale for not claiming for small and low cost bumps.

4.2 No Claims Bonus Protection (NCBP)⁹

→ There is very low awareness of the cost of NCBP and its features.

⁸ Appendix 7.2.2

⁹ Appendix 7.2.3

Most participants had heard of NCBP and either elected to take it, providing peace of mind for a valuable asset or dismissed it as an additional cost. The decision making process was largely uninformed with those holding NCBP struggling to detail how much it cost, and what it covered. Most holding NCBP assumed that it provided unlimited protection for NCBP regardless of number or type of claim. A small number knew that a limit existed regarding the number of claims you could make before showing an impact on NCB. However, there was no clear consensus regarding this number (with most guessing at two or three claims) and participants reflected that they were unsure whether there would be any difference regarding at fault or not at fault claims or the severity of the MVA.

The highest level of NCBP appeal was amongst risk adverse participants who held a high number of NCB years. Lowest appeal was amongst those with a low number of NCB years, younger drivers and those for whom cost deterred them from considering any add-ons.

“For me, my NCB is so low already as I’m a new driver, it wouldn’t be anything. I wouldn’t bother with it because it’s extra money...if I had 9 years then I would definitely consider this because you are protecting what you have already got”

London, 19 years, at fault

A couple of participants with NCBP had noticed a reduction in their annual premium since purchasing NCBP. This led these participants to query whether simply holding NCBP reduces your premium observing that if true, this would likely increase appetite for the product.

4.3 NCBP information needs

→ NCBP is an add-on feature and consumers want it presented in this way.

Three key information needs regarding NCBP emerged:

1. **Individual price of NCBP:** there was a strong desire to see NCBP as an add-on with an individual price, and the option to add it to the policy. It was clear across the research that the current way in which NCBP is often sold – as part of the overall premium price – meant that consumers had no idea about the cost of NCBP and very limited understanding of its features.
2. **Not a point of differentiation:** NCB and NCBP were not key factors that determined choice of insurer. Similar to courtesy car cover, NCBP is something to add to your insurance rather than guide your choice. With this in mind, there was little appetite for seeing the value of NCB on a PCW (as opposed to an individual insurer website) as very few envisaged making a financial calculation between the value of NCB and cost of NCBP as part of the decision making process. However, there was high appeal for gaining a general understanding of the value of NCB – such as the percentage information shown in table 4 (see section 4.5.2).

3. Clarification of product features: as participants were provided with more information regarding NCBP, the more they realised that they knew very little about the product. They agreed that consumers need much more information about NCBP at the point of purchase including the impact of number of claims and type of claim on NCB and your premium.

“You need to know what exactly you’re protecting your whole no claims bonus or partial no claims bonus ‘cause it’s two very different things.”

Bristol, 31 years, no MVA in last 12 months

4.4 Remedy 4B: proposed PCW information

→ Overall, the proposed PCW information is confusing. There is a strong desire to see NCBP as an add-on feature.

Participants reviewed two tables detailing proposed PCW information – with particular focus on columns shaded in grey (information that does not currently exist on PCW tables).

4.4.1 Table 1

Information provided on a price comparison website when you tick that you want no claims bonus protection										
	POLICY FEATURES									
	Annual premium you pay	No Claims Bonus	Annual premium before your NCB	Net monthly premium	Excess	Windscreen cover	Courtesy car cover	Breakdown cover	Personal accident cover	Legal expenses cover
Insurer C	£250	£110	£360	1x £50 10x £24.90	Vol: £250 Comp: £100	✓	✓	From £30	✓	From £35
Insurer D	£250	£20	£270	1x £51.66 10x £25.83	Vol: £250 Comp: £100	✓	✓	From £30	✓	From £35
Insurer A	£300	£60	£360	1x £54 10x £27.50	Vol: £250 Comp: £100	✓	✓	From £30	✓	From £35
Insurer B	£310	£100	£410	1x £58 10x £29.17	Vol: £250 Comp: £100	✓	✓	From £30	✓	From £35

Appendix 7.2.4

Participants found the addition of the grey columns in table 1 difficult to understand. Many commented that the figures across columns did not read in a logical order, and would find this information displayed as you would read a mathematical calculation easier to comprehend.

For example:

	Annual premium before your NCB	No Claims Bonus	Annual premium you pay
Insurer C	£360	£110	£250

In its current format, participants struggled to determine whether the No Claims Bonus had already been discounted from the annual premium.

.....
“I’m still not sure about the second column [NCB], has it been deducted already or not? I’m not sure...I don’t know if that’s giving you how much you would have to pay if it was deducted or not”

London, 19 years, at fault

Adding to the confusion, some commented that they were unclear what ‘premium’ meant and suggested that ‘final cost’ would be simpler to understand.

However, despite suggestions to improve the clarity of table 1, overall participants agreed that this information did not help them determine which insurer to choose, or whether to purchase NCBP.

4.4.2 Table 2

Information provided on a price comparison website when you tick that you want no claims bonus protection

	POLICY FEATURES									
	Annual premium you pay	Annual premium without NCB Protection	NCB deducted from your premium	Monthly premium	Excess	Windscreen cover	Courtesy car cover	Breakdown cover	Personal accident cover	Legal expenses cover
Insurer C	£250	£225	£110	1x £50 10x £24.90	Vol: £250 Comp: £100	✓	✓	From £30	✓	From £35
Insurer D	£250	£225	£20	1x £51.66 10x £25.83	Vol: £250 Comp: £100	✓	✓	From £30	✓	From £35
Insurer A	£300	£270	£60	1x £54 10x £27.50	Vol: £250 Comp: £100	✓	✓	From £30	✓	From £35
Insurer B	£310	£275	£100	1x £58 10x £29.17	Vol: £250 Comp: £100	✓	✓	From £30	✓	From £35

Appendix 7.2.5

The information shown in table 2 was similarly confusing to participants. Again, many queried whether the column titled ‘NCB deducted from your premium’ detailed an amount that had already been deducted or was yet to be deducted from the annual premium.

The second column in the table titled ‘Annual premium without NCB Protection’ caused much confusion. Those who did understand the column deducted the figure from the annual premium to determine the cost of NCBP. It was widely agreed that this type of calculation seemed overly onerous and complicated. Participants suggested that a standalone price of NCBP would be much clearer and easier to use in determining whether to purchase NCBP.

Across **both tables** participants felt that NCBP should be shown as a separate column (using a similar format as the option for breakdown cover). Participants agreed that this would be a clear way of showing NCBP and enable consumers to choose coverage as an add-on. Those who were interested in the value of NCB suggested a deducted figure when you used the cursor to click on or hover over ‘annual premium’.

“That could just be no claims protection is £25 but they’ve just made it really wordy instead, probably to confuse people.”

Bristol, 36 years, no MVA in last 12 months

Participants also expected that the information provided on the PCW would include further information about the features of NCBP. There was strong desire for a ‘?’ or

'more information' button that when clicked would display information including the impact of number claims and types of claim on NCB and your premium.

4.5 Remedy 4B: proposed insurer/ broker information

→ Overall, the proposed insurer/ broker information is important and useful. There is strong desire for this information before NCBP purchase.

Participants reviewed three tables showing proposed insurer/ broker information.

4.5.1 Table 3

Imagine you have 3 years No Claims Bonus...

The cost of No Claims Bonus Protection is £20 for the year.
The table below shows what would happen to your No Claims Bonus if you did make a claim on your insurance with and without No Claims Bonus Protection.

Number of years No Claims Bonus at this renewal	No Claims Bonus at next renewal date <u>without</u> NCB protection			No Claims Bonus at next renewal date <u>with</u> NCB protection		
	1 claim in next 12 months	2 claims in next 12 months	3 claims in next 12 months	1 claim in next 12 months	2 claims in next 12 months	3 claims in next 12 months
One year NCB	Nil	Nil	Nil	N/A	N/A	N/A
Two years NCB	Nil	Nil	Nil	N/A	N/A	N/A
Three years NCB	One year	Nil	Nil	Three years	One year	Nil
Four years NCB	Two years	Nil	Nil	Four years	Four years	Two years
Five years or more NCB	Three years	Nil	Nil	Five years or more	Five years or more	Three years

Appendix 7.2.6

Whilst initially difficult to comprehend, participants responded well to the content of table 3. They found the information interesting and useful in determining whether to purchase NCBP.

“That is useful because at least it tells you if you have more than two claims in one year then your NCB will go down whether you have the protection or not...at least if they provided this information you would have the knowledge to decide to buy the protection.”

Bristol, 46 years, no MVA in last 12 months

For many, the information in table 3 challenged existing assumptions that NCBP is unlimited protection. For others the information clarified queries they had

expressed regarding the impact of number of claims. However, many felt that the table still lacked clarity regarding what type of claim was referred to; there was confusion over the impact of an at fault versus at not at fault claim.

Participants suggested a number of ways to improve the clarity of the table including colour coding the columns to help clarify which indicated ‘with NCBP’ and which indicated ‘without NCBP’. Many also reflected that the following information was unclear:

Three years NCB	One year	Nil	Nil
Four years NCB	Two years	Nil	Nil
Five years or more NCB	Three years	Nil	Nil

There was confusion over whether, for example, a claim on insurance (with three years NCB) within the next 12 months without NCBP would reduce NCB to one year, or by one year.

Finally, some participants suggested that a drop-down box enabling consumers to choose the number of NCB years you held, would allow them to see only the relevant information, rather than navigate an entire table of information. There were some mixed views regarding this across the research. Whilst some only wanted to see information relevant to them, others felt that seeing all of the information provided context demonstrating how NCBP worked.

4.5.2 Table 4

Typical No Claims Bonus discounts

Number of years No Claims Bonus at this renewal	Typical NCB discount
One year NCB	5%
Two years NCB	10%
Three years NCB	20%
Four years NCB	30%
Five years NCB	40%
Six years NCB	45%
Seven years NCB	50%
Eight years NCB	55%
Nine years or more NCB	60%

Appendix 7.2.7

Response to table 4 was positive across participants and widely considered the clearest and most simple information shown regarding NCB and NCBP. Participants felt that table 4 provided useful information that allowed them to gauge the value of NCB and in turn, NCBP. There was strong consensus that providing this type of information to consumers would help improve understanding of NCB and NCBP.

Participants' views were sought regarding use of the word 'typical' in the right hand column of table 4. Most did not spontaneously note that this word was problematic, however when prompted there were some concerns. Some wondered whether they themselves would qualify as 'typical' or if their NCB would be 'typical'. The most sceptical suggested that this word was deliberately vague enabling insurers to vary the value of NCB. After further consideration, some began to query whether 'typical' referred to an average percentage value with led some to question whether this referred to an average within a specific insurer or an average across the market. Participants sought clarification regarding these points.

4.5.3 Table 5

Imagine you have 3 years No Claims Bonus...

The cost of No Claims Bonus Protection is £20 for the year.

The current No Claims Bonus discount on the insurance cost is 50% for the year.

The table below shows what would happen to your No Claims Bonus if you did make a claim on your insurance with and without No Claims Bonus Protection. It also shows you what difference claiming would make to the typical discount on the insurance cost.

Number of years No Claims Bonus at this renewal	No Claims Bonus at next renewal date <u>without</u> NCB protection			No Claims Bonus at next renewal date <u>with</u> NCB protection		
	1 claim in next 12 months	2 claims in next 12 months	3 claims in next 12 months	1 claim in next 12 months	2 claims in next 12 months	3 claims in next 12 months
Three years NCB	One year = 10% discount	Nil	Nil	Three years = 40% discount	One year = 10% discount	Nil

Appendix 7.2.8

Participants observed that bringing both information from tables 3 and 4 together in table 5 was useful as they both contained appealing information. However, when seen in isolation, table 5 was deemed confusing. Participants preferred seeing this information in separate tables.

4.6 Remedy 4B: proposed NCBP statements

→ Overall, participants are often shocked to learn that a not at fault claim could increase the insurance premium which results in cynicism towards insurers and NCBP.

Participants reviewed two statements regarding NCBP.

4.6.1 Statement 1

Your premium may increase following an accident in which you are not at fault even if you have No Claims Bonus Protection.

Appendix 7.2.9

Participants were shocked by this statement as they did not expect their premium to increase following a not at fault MVA. Spontaneous reactions included:

.....
“If you read that, you wouldn’t even buy NCBP, not in a million years would you go for it ‘cause that’s the whole point of it”

Sheffield, 65 years, not at fault

.....
"I think if you're not at fault you shouldn't be punished"

London, 19 years, at fault

Most expressed cynicism of insurance companies and NCBP after reading this statement, with many concluding that in light of this statement they simply would not consider NCBP in the future. A small number reflected that they would not expect NCBP to protect their premium, but equally felt that a not at fault MVA should not affect your premium.

For some, this statement reinforced attitudes towards claiming or notifying the insurance company of a minor MVA with these participants commenting that it was better to tell the insurance company as little as possible for fear of any impact on your premium.

4.6.2 Statement 2

<p>Your premium may increase and your No Claims Bonus discount may decrease following an accident in which you are at fault even if you have No Claims Bonus Protection.</p>
--

Appendix 7.2.10

Statement 2 elicited mixed responses. There was an expectation that an at fault MVA would result in an increase in premium. However, many had expected NCBP to cover NCB when making any claim regardless of any at fault/ not at fault status.

.....
"I thought the protection covered when you had an accident, whether you were at fault or not, that your NCB would be protected so it wouldn't get affected but clearly that's not the case and they don't tell you that information."

Bristol, 46 years, no MVA in last 12 months

Across **both** statements, use of the word 'may' generated some cynicism, with participants questioning whether this word was deliberately vague.

.....
"Your premiums may increase', which mean it will and 'your no claims bonus will decrease', which means it definitely will"

Sheffield, 46 years, not at fault

However, overall, participants strongly agreed that provision of this type of information was crucial in enabling consumers to determine whether to purchase NCBP.

4.7 Remedy 4B research recommendations

- Do not include NCB (as a standalone cost or a before/ after cost) as a breakdown column on PCWs. Instead, provide this information as an optional breakdown component of the annual premium. Options for this include clicking on the annual premium for further detail or placing the cursor over the annual premium figure to display the NCB. It is essential that this information clearly details that the NCB has already been deduced from the annual premium.
- Show NCBP as an add-on option and not a combined cost on a before/ after annual premium.
- Show the standalone cost for NCBP.
- Provide more product information about NCBP. This can be provided via a 'more information' or '?' button. This information should include information shown in tables 3 and 4 and statements 1 and 2.
- When showing the impact of having NCBP on NCB – as shown in table 3 – make it clear that the information shows that NCB will be reduced to one year, and not reduced by one year.
- Keep table 3 and table 4 information separate.
- Avoid the term 'premium' or explain what this means.
- Avoid vague terms such as 'may' and 'typical' unless there is an accompanying explanation.

5 Remedy A FNOL telephone and written documentation

Explanation of remedy

How to inform customers of their legal and contractual rights following an accident. This would cover information given in the policy documentation and information given at (First Notification of Loss) FNOL, which would typically be by telephone call.

5.1 Awareness of legal entitlements

→ Overall, there is a strong feeling of uncertainty surrounding legal rights following a MVA when found not at fault.

Many participants lacked awareness of their rights following a car accident, and some demonstrated limited knowledge of the basic principle that you must be put back into the position you were in before an accident. Many assumed that their rights would be outlined in their policy documentation but only a couple had revisited their documentation following involvement in a MVA.

In the first instance following a MVA, most of the participants stated that they would ring their insurer or broker, rather than referring back to their policy documents.

.....
“When we had our accident, I did kind of...panic and...rang through, I just got my insurance details and rang and said ‘look I’ve had this accident’ and I think I wanted reassurance for them to tell me what my rights were...just that I was fully covered”

Sheffield, 54 years, not at fault

Participants reflected that they would telephone their insurer or broker seeking:

Guidance: Some participants were unsure of the procedure following a MVA, and sought guidance from their insurer. They would expect their insurer to guide them through the next steps, and to explain their responsibilities and entitlements.

Clarification: Some participants sought clarification regarding their insurance policy coverage and whether their premium or NCB would be affected as a result of the accident.

Reassurance: Some participants sought reassurance that their insurer would handle the resolution, and hoped for a hassle free and ‘hands off’ experience.

5.2 Remedy A FNOL telephone and written documentation

→ Overall, timing and channel are crucial to ensure that the information is highlighted as important, and worth attending to.

Two sets of stimulus with information detailing rights following a not at fault MVA were shared with participants:

1. A FNOL telephone script that could be read out to consumers when reporting a not at fault accident. This was read out to participants by the moderator.
2. A 5-page document that could be provided to consumers at the point of purchasing car insurance. This was shown to participants in A4 paper format.

5.2.1 Remedy A FNOL telephone script

→ *There is strong appetite for summary and key points to be provided via telephone at FNOL followed by more detailed information at a later stage via email or text.*

1. You are required by law to report the accident to your insurer.
2. If an accident is found not to be your fault, you are entitled under law to be put back into the position you would have been in had the accident not occurred through the submission of a claim against the insurer of the other driver who is responsible for paying the costs of this claim, provided that those costs are reasonable.
3. Your rights include compensation for:
 - Repair of your vehicle to its pre-accident condition.
 - A replacement vehicle that is similar to your vehicle while you are without your vehicle, provided that you need such a vehicle.
 - Personal injury damages (e.g. for pain, suffering and loss of amenity, and the costs of care.)
 - Other losses (e.g. loss of earnings, vehicle recovery and storage and the use of public transport.)
4. Your non-fault claim can be handled in the following ways;
 - By your own insurer.
 - By the insurer of the other driver.
 - By a claims management company.
 - By you.
5. Your legal entitlements are the same under all of these options. We are your insurer.

Appendix 7.2.12

Most participants were eager to receive this information from their insurer following a MVA and agreed that the script included enough information and was clear. Across the research participants felt that FNOL was the right time to provide this information. However, there was some concern that the length of the script was overly long, which could result in people 'switching off'. Of particular concern to participants, was receiving this amount of information immediately after a MVA with some concluding that it may be more appropriate for the insurer to summarise key points and contact the consumer at a later stage to provide more detailed information; preferably a minimum of 24 hours later.

“It’s a lot to digest...especially if you’re panicking a bit. It’s a lot to take in at one go, trying to take in all that information...you’d want to talk to somebody first, somebody to reassure me...but they could send a text message and you could actually have it there...I’d read it like 40 times...with bullet points you can digest each one.”

Sheffield, 45 years, not at fault

Feedback on each individual bullet of the FNOL script is provided below.

Bullet one

1. You are required by law to report the accident to your insurer.

A small number of the participants were not previously aware of their responsibility to report an accident.

Bullet two

2. If an accident is found not to be your fault, you are entitled under law to be put back into the position you would have been in had the accident not occurred through the submission of a claim against the insurer of the other driver who is responsible for paying the costs of this claim, provided that those costs are reasonable.

Participants felt that although this was useful information that they would want to know, the language and length of the sentences caused confusion, and left participants feeling ‘lost.’ Many suggested that the language be simplified to make it easier to understand.

“It’s quite a long winded kind of sentence [second bullet point]...perhaps if it was broken down it might have sunk in. It seemed to me like confusing jargon that you might get with a special offer in advertising jargon...you want it in easy to understand bullet points”

Bristol, 39 years, had MVA but did not claim

A small number of participants noted that the first few opening statements were of great importance in engaging them with the rest of the information.

Bullet three

3. Your rights include compensation for:

- Repair of your vehicle to its pre-accident condition.
- A replacement vehicle that is similar to your vehicle while you are without your vehicle, provided that you need such a vehicle.

- Personal injury damages (e.g. for pain, suffering and loss of amenity, and the costs of care.)
- Other losses (e.g. loss of earnings, vehicle recovery and storage and the use of public transport.)

The information about entitlements was of most interest and reassuring to participants. Most of the participants stated that this section was easy to understand as it used simple language and concise statements.

Although it was of interest for participants to know this information, a small minority were sceptical towards the reference to personal injury, and thought it could promote a ‘claim culture.’

Bullets four and five

4. Your non-fault claim can be handled in the following ways;
 - By your own insurer.
 - By the insurer of the other driver.
 - By a claims management company.
 - By you.
5. Your legal entitlements are the same under all of these options. We are your insurer.

Information regarding options for who should handle a MVA claim was not easily understood, with some participants stating that this information was ‘redundant.’ Most participants assumed that their own insurer would handle the claim.

For a small number of participants, there was little awareness of the term ‘claims management company’ and the role they would play when making a claim, and a small number also voiced confusion over the term ‘by you’, particularly regarding what responsibilities this would entail.

5.2.2 Remedy A written documentation

→ Overall, there are mixed opinions on receiving this document. Although there is appetite to receive this in written format, many reflect that they are unlikely to read and engage with such a long document.

OFFICIAL

Remedy A

Statement of consumer rights following an accident

1. This statement provides a summary of:
 - (a) Your responsibilities following an accident;
 - (b) Your rights following an accident; and
 - (c) How your motor insurance claim may be handled.

Your responsibilities following an accident

2. Following an accident, you are required by law to report the accident to your insurer. Your insurer and the insurer(s) of the other driver(s) involved in the accident will investigate the accident circumstances and determine who is responsible for the accident.

Your rights following an accident

Your rights if an accident is found to be your fault

3. If an accident is found to be your fault, your entitlements are determined by the terms and conditions of your motor insurance policy. Please refer to your motor insurance policy, the Frequently Asked Questions attached with your policy documentation and/or contact your insurer to determine exactly what is covered by your policy and how and in what circumstances you can make a motor insurance claim.

Your rights if an accident is found not to be your fault

4. If an accident is found not to be your fault, you are entitled under law to be put back into the position you would have been in had the accident not occurred, through the submission of a claim against the insurer(s) of the other driver(s), who is/are responsible for paying the costs of this claim, provided that those costs are reasonable.

1

**Appendix
7.2.13**

Attitudes towards this document (page 1 shown above) were mixed. Whilst some participants felt that the language was clear, others felt that it contained some jargon. Many commented that the tone of the document was legalistic and official. This suggested to participants that insurance companies were legally required to provide this information to consumers, rather than provide it to support and inform the consumer.

There were varied responses amongst participants regarding preferences for the channel and format of the document. Some participants envisaged that they would prefer to receive this information with their insurance documentation so that they could file away and read when they needed it. Others felt that the documentation was too long and was something that they would simply not engage with. Across the research, most participants expressed a preference for oral delivery of their entitlements at FNOL or soon after, with brief key facts sent to them via text or email.

“This is too long, at least simplify these things...if I had an accident I would just ring up my insurance company and they would tell me everything that I need to know”

Bristol, 46 years, no MVA in last 12 months

5.3 Remedy A research recommendations

- A clear call to action should be provided, to ensure that people attend to the information in Remedy A:
 - Highlight the relevance of the information to the customer
 - An independent channel would help to avoid switch-off
- Immediately following an accident is seen as the appropriate time to provide this information:
 - Information must therefore be brief, clear and easy to digest, even in the aftermath of an accident.
 - More detail can be provided later, around 24 hours after the accident.
 - Information provided alongside the policy is unlikely to be read.
- Preferences vary for the ideal format:
 - Brief, key facts are preferred to a lengthy document.
 - Oral delivery is preferred by others, avoiding a jargon-heavy ‘standard spiel’ which causes switch-off.
 - A two-stage process could include both formats, with an initial summary of key facts followed by more detail at a later time.
- General awareness-raising is required to promote the idea of legal entitlements separate from individual insurer policy
 - Awareness campaign and culture change may be required to encourage consumers to consider their legal entitlements.
 - Provision of information from a trusted and independent source could increase engagement in this information.

6 Remedy 1F Mitigation questions

Explanation of remedy

How best to ask questions at FNOL to claimants who are not at fault in an accident regarding their need for a replacement vehicle (mitigation questions).

Participants were shown the following mitigation questions;

1. Make of vehicle?
2. Model of vehicle?
3. Do you require a temporary replacement vehicle for the period whilst your vehicle is being repaired or is otherwise unavailable?
4. Do you believe your vehicle to be not roadworthy and/or unusable?
5. Do you believe that your vehicle could be temporarily repaired such that you could continue to use it while awaiting its permanent repair?
6. Have you received an offer of a temporary vehicle from the other driver's insurer? If yes, why was this offer not accepted?
7. For the period while your vehicle is unavailable do you have access to another suitable vehicle owned by you or by your immediate family? If yes, is there a reason why you could not use this vehicle?
8. Do you require a temporary replacement vehicle that is similar in size, number of doors and engine capacity to your own vehicle? If yes, why?

Appendix 7.2.15

6.1 Awareness of entitlement

→ Overall, there was awareness amongst participants regarding entitlement to a temporary replacement vehicle (TRV) when found not at fault in an accident.

Many participants were unsure whether they were entitled to a TRV. This was often because they felt that they had to have courtesy car as an add-on to their car insurance policy to be eligible for a TRV. Those who recalled purchasing this add-on often assumed they were entitled to a TRV.

"I would assume I would be entitled to a replacement vehicle...I think that would be regardless whether you were at fault or not...you pay for that so I would like to think that you would get one"

Bristol, 39 years, had a MVA but did not claim.

"First thing I do is make sure I've got courtesy car on there [policy documentation.]"

Bristol, 45 years, not at fault

Those who did not tick ‘yes’ to a courtesy car, either felt they were unlikely to be entitled to a TRV or were unsure. Some who were unsure of their entitlement could not recall whether they had purchased the courtesy car add-on or could not recall reading their policy documentation - which they assumed would detail whether they did or did not have a courtesy car add-on.

Some participants reflected that if they had fully comprehensive insurance and were not at fault in an MVA then they should be entitled to a TRV. However, this was not a top of mind assumption, with many participants stating that they would expect their insurer to tell them at FNOL or soon after about their entitlements to a TRV – and to arrange the TRV.

“When it happened to us they asked me...I said yes they’ve offered me a car for 7 days and when it got to like day 4...I rung my insurer up and said can you fight our cause and get us another week with this car and they said no there’s nothing that we can do. I would be expecting the insurance company to be ringing them saying look my client is without a car, can you provide another week or 2 weeks cover.”

Sheffield, 33 years, at fault

A small number of participants concluded that if needed they would ask their insurer about their entitlement to a TRV. However, it should be noted that most did not spontaneously think about checking TRV entitlement. A minority of participants had some awareness of TRVs through experience of a previous accident or through someone they knew, which would prompt them to ask their insurer of their entitlements.

6.2 Remedy 1F: Mitigation questions

→ Overall, participants feel that mitigation questions are designed to help insurance companies avoid providing consumers with a TRV.

“Just seems like they’re trying to get out of giving you a courtesy car or giving you one that is appropriate to what you need it for.”

Bristol, 30 years, no MVA in last 12 months

Responses to the individual questions are detailed below:

6.2.1 Questions 1, 2 and 3

1. Make of vehicle?
2. Model of vehicle?
3. Do you require a temporary replacement vehicle for the period whilst your vehicle is being repaired or is otherwise unavailable?

Most participants felt that these questions were clear, easy to understand and felt comfortable in answering them. Most felt that the questions reflected standard queries that they would expect their insurer to ask.

6.2.2 Questions 4 and 5

4. Do you believe your vehicle to be not roadworthy and/or unusable?
5. Do you believe that your vehicle could be temporarily repaired such that you could continue to use it while awaiting its permanent repair?

A number of the participants did not feel confident in answering these questions. Although considered clear and easy to understand, participants often felt that they did not have the skills or knowledge to determine the extent of damage of their vehicle, and therefore could not provide an answer. Some also voiced concerns about telling their insurer that they deemed their car roadworthy, which could potentially result in driving an unsafe vehicle.

.....

“How are you supposed to know if your car is safe or not? I haven’t got a clue about cars...Temporarily repaired, I wouldn’t be able to answer that...I might be able to say if it looked roadworthy but you don’t know what’s going on inside...I’d probably want to say ‘I don’t know’ and then I’d probably worry that I was breaching some kind of contract and that I was trying to get a car when it was roadworthy...you can guess at it but you can’t really answer it properly.”

Sheffield, 24 years, no MVA in last 12 months

.....

.....

“These sorts of questions I don’t know...the repair one...I don’t know that, I’m not a mechanic so why are they asking me? I assume it would have gone through some process of being checked out”

London, 19 years, At Fault

.....

6.2.3 Question 6

6. Have you received an offer of a temporary vehicle from the other driver’s insurer? If yes, why was this offer not accepted?

Most participants did not understand why this question was asked, assuming that their own insurer would offer a TRV. With this in mind, they felt that this question was ‘redundant’.

6.2.4 Question 7

7. For the period while your vehicle is unavailable do you have access to another suitable vehicle owned by you or by your immediate family? If yes, is there a reason why you could not use this vehicle?

This question had the greatest level of negative reaction and feedback out of all of the mitigation questions reviewed in the research. The majority of the participants disliked this question as they considered it intrusive and irrelevant. Those who felt most strongly about the question found it impertinent and gave rise to the impression that the insurance company was trying to avoid the provision of a TRV.

“I wouldn’t expect to be asked if I could use someone else’s car...why would I want to put someone else out? I’m paying for the temporary replacement vehicle.”

Bristol, 39 years, had a MVA but did not claim

Whilst not directly tested across the research, removing the word ‘family’ could go some way to ameliorate the strong negative reaction towards this question. However, given the extent of negative feedback, it is likely that consumers will still align this question with insurance companies aiming to avoid providing a TRV.

6.2.5 Question 8

8. Do you require a temporary replacement vehicle that is similar in size, number of doors and engine capacity to your own vehicle? If yes, why?

Most participants felt that this was a relevant and important question to ask and implied that the insurer would be considerate of their needs. There was an expectation that the TRV would be fit for purpose and would allow the participant to carry out their required activities during the time that they had the TRV.

There was mixed feedback regarding the type of vehicle participants would expect to receive, with some stating they would want a similar vehicle to their own, and others saying they did not mind what vehicle they received as long as it allowed them to carry out planned activities during the relevant period. Key considerations participants felt important to reflect in determining an appropriate TRV were:

- Number of passengers
- Boot capacity (for a buggy or wheelchair)
- Ability to drive confidently
- Comparable fuel costs
- Spec (e.g. driving in country lanes or automatic drive.)

“I would expect to get a vehicle similar to the one that I’ve got...whatever I’ve got I would want the same sort of space...as long as it has the space that I need for my family...I would need a car that I can fit a wheelchair in”

Bristol, 46 years, no MVA in last 12 months

When thinking further about provision of a TRV, some participants raised queries regarding the length of time they would be entitled to a TRV. There was some discussion regarding whether length of time entitled to a TRV would be determined by severity of the accident. There was a desire for greater clarification around these points.

6.3 Remedy 1F research recommendations

- Clarify that people are entitled to a TRV when not at fault (see Remedy A).
- Mitigation questions to re-consider:
 - Do not assume that consumers are able to/ feel confident in assessing the roadworthiness of their vehicle.
 - If including a question about the offer of a TRV from the other insurer, rationale for this question should be made clear.
 - Avoid asking people about family vehicle availability.
- Final question (similar TRV) works well. Additional prompts that could be used to determine appropriate vehicle include:
 - Number of passengers
 - Boot capacity
 - Type of journeys/road used
- Provide clarification regarding how long you are entitled to keep the TRV.

7 Appendix

7.1 Discussion guide

Objectives:

The key objectives of this research are to test three remedies that have been identified by the CMA, as follows:

- How to inform customers of their legal and contractual rights following an accident. This would cover information given in their policy documentation and information given at FNOL (First Notification of Loss), which would typically be by telephone call.
- How best to ask questions at FNOL to claimants who are not at fault in an accident regarding their need for a replacement vehicle (mitigation questions.)
- How to explain to consumers the costs and benefits of No Claims Bonus (NCB) Protection when purchasing their motor insurance policy.

Please note that this document is designed to act as a guide to the discussion only. Questions and the discussion will be tailored to the individual to reflect their priorities and needs. Resultantly, not all questions will be asked in the order or language below – and not all questions may be asked or discussed with each participant.

Please note: group timings are shown in blue and depth timings are shown in green

1. Introduction 5 mins/ 5 mins

Moderator introduction:

- Thank you for agreeing to take part in this group/ interview.
- Introduce self and GfK NOP.
- Explain: We are carrying out this research on behalf of the Competition and Markets Authority who are interested to know what people think about different aspects of purchasing car insurance, and reporting motor traffic accidents to insurers.
- Explain and reassure: MRS Code of Conduct, confidentiality, audio-recording.
- Explain the discussion will last around 1.5 hours/ 1 hour.
- Explain the importance of being able to say what you think, there are no right or wrong answers and please be honest.
- Any questions?

Participant introductions:

- First name
- Household set up/ family
- How long you have been driving
- Who you are insured with

2. Purchasing car insurance 10 mins/ 5 mins

I'd like to start by talking a little about purchasing car insurance. Thinking about the most recent time you purchased your car insurance...

- How did you purchase your car insurance?
 - Online
 - Telephone
 - Other
 - Why did you choose to buy it in this way?
- Did you go direct to the insurance company and go through another company?
 - Prompt:
 - Direct
 - Price Comparison website
 - Broker
 - Other
 - Why did you choose to do this?

Exercise 1: individual completion.

MODERATOR NOTE: an optional question, only ask if time permits

What things are included/ are you covered for and not covered for as part of your car insurance policy if you have an accident with another vehicle (you may want to think about a situation in which the accident is your fault and a situation in which the accident is not your fault)?

My car insurance policy covers me for:

My car insurance policy does not cover me for:

MODERATOR NOTE: below an optional question, only ask if time permits.

- How do you know what your insurance covers?
 - How clear is this? Why/ why not?
 - What types of coverage do you look for when purchasing your car insurance? Why?
 - What types of coverage do you disregard/ not consider important or worthwhile when purchasing your car insurance? Why?

MODERATOR NOTE: continue asking all questions

- What information did you receive from the insurance company when you purchased your insurance?
 - How did you receive this?
- What did you do with this information?
 - Read it
 - Filed it
 - Something else?
- How likely are you to read this type of information? Why/ why not?
 - When do you/ would you tend to look into this?
- If I asked to see a copy of your car insurance policy now, how easy or difficult would it be to find a copy?
 - Where would you expect to find a copy? Filed away or somewhere else?

3. Remedy 4B No Claims Bonus Protection 40 mins/ 25 mins

I'd now like to talk about a specific part of car insurance...

- Who has heard of **no claims bonus** (straw poll)
- What comes to mind when I say no claims bonus?
 - What is no claims bonus?
 - **STIMULUS 1: no claims bonus**
- Was no claims bonus mentioned when you purchased your car insurance policy?
 - What was said about it?
 - How clear was this? Why/ why not?
- What do you think about no claims bonus?
 - How important is it?
 - What is the benefit of no claims bonus?
 - What difference does it make to your car insurance?
- Who has heard of **no claims bonus protection** (straw poll)?
 - If have heard of it:
 - Where have you heard of this?
 - Do you have this? Why/ why not?
 - What have you heard about it?
- What do you think no claims bonus protection is?
 - How do you think it works?
 - Is this something that you would be interested in? Why/ why not?
 - Who do you think would benefit from no claims bonus protection?

STIMULUS 2: no claims bonus protection

- What do you think about no claims bonus protection?
- What questions would you have about it?
- How much would you expect it to cost?
- From this description, how do you think it works?
- What do you think would happen if you had no claims bonus protection and needed to claim on your insurance?
- How interested would you be in no claims bonus protection?

MODERATOR NOTE: Please ask the below question

- What information would you need to know before you could decide whether to buy it or not?
 - How would you make the final decision?

I'd now like to show you some examples of how information about no claims bonus protection could be displayed to people buying car insurance on a price comparison website. Please remember that I'm interested to know how clear and useful the information is. The numbers and amounts are just made up as an example.

MODERATOR PLEASE ROTATE STIMULUS 3 AND 4

STIMULUS 3: Price comparison website option 1 (first column is actual cost, second column is no claims bonus discount and third column is the cost it would be without no claims bonus)

- How clear is this information?
- What is it telling you?
- How useful is this information?
 - What is useful?
 - What is missing?
- To what extent does this provide the information you would need to decide whether to purchase no claims bonus protection? Why/ why not?
- After seeing this information how do you feel about no claims bonus protection?

STIMULUS 4: Price comparison website option 2 (first column is actual cost, second column is cost without no claims bonus protection, third column is no claims bonus discount)

- How clear is this information?
- What is it telling you?
- How useful is this information?
 - What is useful?
 - What is missing?
- To what extent does this provide the information you would need to decide whether to purchase no claims bonus protection? Why/ why not?
- After seeing this information how do you feel about no claims bonus protection?

MODERATOR: SHOW STIMULUS 3 AND 4 SIDE-BY-SIDE

For moderator information only

Insurer	Insurance cost (assumes NCBP included)	Cost without NCB	Actual NCB discount (assumes already applied to cost)	Cost without NCBP	Cost of NCBP (already included in insurance cost but

					only able to calculate this in option 2)
Insurer C	£250	£360	£110	£225	£25
Insurer D	£250	£270	£20	£225	£25
Insurer A	£300	£360	£60	£270	£30
Insurer B	£310	£410	£100	£275	£35

- Looking at both of these (stimulus 3 and stimulus 4) which parts of these examples are clearest?
- Which is better at telling you how much your car insurance policy will actually cost?
 - How clear is this?
 - How could this be made clearer?
- Which is better at telling you what difference your no claims bonus makes to the cost of your car insurance policy?
 - How useful is this?
 - How clear is this?
 - How could this be made clearer?
- Which is better at telling you the cost of the no claims bonus protection?
 - How useful is this?
 - How clear is this?
 - How could this be made clearer?
- What information is most useful when considering whether to purchase no claims bonus protection? Why?
- What information is missing?
 - Why would this be useful?
- After seeing this information how do you feel about no claims bonus protection?

I'd now like to show you some examples of how information about no claims bonus protection could be displayed to people buying car insurance online from an insurance company or broker. Please remember that I'm interested to know how clear and useful the information is. The numbers and amounts are just made up as an example.

MODERATOR PLEASE SHOW IN ORDER: STIMULUS 5, 6 AND 7

STIMULUS 5: insurer/ broker website option 1 (scenario example of what happens if you claim on insurance with and without NCBP)

- How clear is this information?
- What is it telling you?

- What would happen if you had no claims bonus protection, 3 years no claims bonus and claimed on your insurance policy? How would it affect your no claims bonus? How clear is this?
- What would happen if you did not have no claims bonus protection, 3 years no claims bonus and claimed on your insurance policy? How clear is this?
- How useful is this information?
 - What is useful?
 - What is missing?
- To what extent does this provide the information you would need to decide whether to purchase no claims bonus protection? Why/ why not?
- After seeing this information how do you feel about no claims bonus protection?

STIMULUS 6: insurer/ broker website option 2 (typical NCB discounts)

MODERATOR NOTE: make it clear that in this option, stimulus 6 would be provided in addition to stimulus 5

- How clear is this information?
- What is it telling you?
- How useful is this information?
 - What is useful?
 - What is missing?
- To what extent does this provide the information you would need to decide whether to purchase no claims bonus protection? Why/ why not?
- What do you understand by 'typical' discount?
- After seeing this information how do you feel about no claims bonus protection?

STIMULUS 7: insurer/ broker website option 3 (scenario example of what happens if you claim on insurance with and without NCBP and the typical NCB discount for relevant number of years)

MODERATOR NOTE: make it clear that this is an alternative to option 2

- How clear is this information?
- What is it telling you?
- What would happen if you had no claims bonus protection, 3 years no claims bonus and claimed on your insurance policy? How clear is this?
- What would happen if you did not have no claims bonus protection, 3 years no claims bonus and claimed on your insurance policy? How would it affect your no claims bonus? How clear is this?
- How useful is it to have both pieces of information next to each other?
- How useful is this information?
 - What is useful?
 - What is missing?
- To what extent does this provide the information you would need to decide whether to purchase no claims bonus protection? Why/ why not?
- What do you understand by 'typical' discount?
- After seeing this information how do you feel about no claims bonus protection?

I'd now like to show you some more information about no claims bonus protection. You would be given this information before you decided to buy the no claims bonus protection.

MODERATOR PLEASE ROTATE STIMULUS 8 AND 9

STIMULUS 8: NCBP information option 1

- How clear is this?
- Were you already aware of this?
- How useful is this information?
 - What is useful?
 - What is missing?
- To what extent does this provide the information you would need to decide whether to purchase no claims bonus protection? Why/ why not?
- After seeing this information how do you feel about no claims bonus protection?

STIMULUS 9: NCBP information option 2

- How clear is this?
- Were you already aware of this?
- How useful is this information?
 - What is useful?
 - What is missing?
- To what extent does this provide the information you would need to decide whether to purchase no claims bonus protection? Why/ why not?
- After seeing this information how do you feel about no claims bonus protection?

OVERALL:

- What information is most important to give people when they make a decision about whether to purchase no claims bonus protection?
- **EXERCISE 2: NCBP.** Please complete individually.

How confident would you feel in deciding whether to purchase No Claims Bonus Protection? Why?

Would you purchase No Claims Bonus Protection?

Yes No Unsure

Why have you given this answer?

4. Remedy A Statement of Consumer Rights/ FNOL 20 mins/ 15 mins

I'd now like to talk about the information that you receive when you buy your car insurance. I'm particularly interested to get your views on information that tells you what your rights are following an accident when you are **not at fault**...

- How confident do you feel about your rights if you were to have an accident where you were not at fault?
- To what extent do you feel you know your rights?
- What types of things would you want to know if you had an accident?
- How would you go about finding out about your rights?

One way to provide this information is to read out to people who are not at fault when they telephone the insurance company or broker to report the accident...

- **STIMULUS 10: Moderator to read out**
 - What do you think about this?
 - How clear is it?
 - Imagine that you had an accident where you were not at fault...
 - How would you feel about being given this information when you phoned up to report an accident?
 - Is this the right time to provide the information?
 - Is it the right amount of information?
 - Does it make clear what your rights are?
 - Having heard that information, what would you say your rights are?
 - How would you decide who should handle your claim?
 - How could it be improved?

Another suggestion for making sure people know their rights is to provide them with some written information about them when they buy their car insurance...

STIMULUS 11: REMEDY A

- What do you think about the idea of being sent this when you buy your car insurance?
 - Benefits/ drawbacks?
- How likely would you be to read this if you were sent it?
 - What would you do with it?
 - When, if at all, would you read it?
 - How would you prefer to be sent this?
- How else could this information be provided to people?
 - Probe:
 - Channel
 - Timing
 - Format

EXERCISE 3: MARKING UP REMEDY A (given time constraints, this will be taken by moderators and analysed following the group)

- Please can you read through Remedy A and circle in red anything you do not understand/ anything that is unclear.

5. Remedy 1F Mitigation

15 mins/ 10 mins

I'd now like to talk about temporary replacement vehicles for people who are in an accident and not at fault (i.e. being provided with another car while theirs is off the road)

- If you had an accident and were not at fault would you be entitled to a temporary replacement vehicle?
- How clear is it whether you are entitled to a temporary replacement vehicle?
- How would you expect to find out if you are entitled to a temporary replacement vehicle?

Claimants who are not at fault are entitled to a temporary replacement vehicle if they need a temporary vehicle. They would be asked about the following things...

STIMULUS 12: mitigation questions

- How clear are these questions?
- Why do you think they are asking these questions?
- How would you feel about answering these questions?
 - How easy/ difficult would you find it to answer these questions?
- What type of vehicle would you expect to receive if you had an accident and were not at fault?
 - Why?
 - People often say 'like for like'. What does that mean?
 - How much choice would you expect?
- Overall, how appropriate do you think these questions are to determine whether someone is entitled to a temporary vehicle?
 - What is missing/ not needed?

6. Close

Finally, are there any further comments or questions regarding anything we have spoken about this evening?

Thank and Close

7.2 Stimulus

7.2.1 Exercise 1

Exercise 1	
In the event of a motor vehicle accident with another vehicle, think about a situation in which you are; a) At fault b) Not at fault	
My car insurance policy covers me for:	My car insurance policy does not cover me for:

7.2.2 Stimulus 1

Stimulus 1
<p>No claims bonus is a discount on the price of your insurance when you do not make a claim on your insurance.</p> <p>For every consecutive year when you do not claim on your insurance you build up a bigger discount.</p> <p>There is usually a maximum number of no claims years you can build up, often 9 years.</p>

7.2.3 Stimulus 2

Stimulus 2

No claims bonus protection is an extra payment you can add to your car insurance policy to protect your no claims bonus.

The cost depends on the insurer and your risk profile.

7.2.4 Stimulus 3

Stimulus 3

Information provided on a price comparison website when you tick that you want no claims bonus protection

	POLICY FEATURES									
	Annual premium you pay	No Claims Bonus	Annual premium before your NCB	Net monthly premium	Excess	Windscreen cover	Courtesy car cover	Breakdown cover	Personal accident cover	Legal expenses cover
Insurer C	£250	£110	£360	1x £50 10x £24.90	Vol: £250 Comp: £100	✓	✓	From £30	✓	From £35
Insurer D	£250	£20	£270	1x £51.66 10x £25.83	Vol: £250 Comp: £100	✓	✓	From £30	✓	From £35
Insurer A	£300	£60	£360	1x £54 10x £27.50	Vol: £250 Comp: £100	✓	✓	From £30	✓	From £35
Insurer B	£310	£100	£410	1x £58 10x £29.17	Vol: £250 Comp: £100	✓	✓	From £30	✓	From £35

7.2.5 Stimulus 4

Stimulus 4

Information provided on a price comparison website when you tick that you want no claims bonus protection

	POLICY FEATURES									
	Annual premium you pay	Annual premium without NCB Protection	NCB deducted from your premium	Monthly premium	Excess	Windscreen cover	Courtesy car cover	Breakdown cover	Personal accident cover	Legal expenses cover
Insurer C	£250	£225	£110	1x £50 10x £24.90	Vol: £250 Comp: £100	✓	✓	From £30	✓	From £35
Insurer D	£250	£225	£20	1x £51.66 10x £25.83	Vol: £250 Comp: £100	✓	✓	From £30	✓	From £35
Insurer A	£300	£270	£60	1x £54 10x £27.50	Vol: £250 Comp: £100	✓	✓	From £30	✓	From £35
Insurer B	£310	£275	£100	1x £58 10x £29.17	Vol: £250 Comp: £100	✓	✓	From £30	✓	From £35

7.2.6 Stimulus 5

Stimulus 5

Imagine you have 3 years No Claims Bonus...

The cost of No Claims Bonus Protection is £20 for the year.
The table below shows what would happen to your No Claims Bonus if you did make a claim on your insurance with and without No Claims Bonus Protection.

Number of years No Claims Bonus at this renewal	No Claims Bonus at next renewal date without NCB protection			No Claims Bonus at next renewal date with NCB protection		
	1 claim in next 12 months	2 claims in next 12 months	3 claims in next 12 months	1 claim in next 12 months	2 claims in next 12 months	3 claims in next 12 months
One year NCB	Nil	Nil	Nil	N/A	N/A	N/A
Two years NCB	Nil	Nil	Nil	N/A	N/A	N/A
Three years NCB	One year	Nil	Nil	Three years	One year	Nil
Four years NCB	Two years	Nil	Nil	Four years	Four years	Two years
Five years or more NCB	Three years	Nil	Nil	Five years or more	Five years or more	Three years

7.2.7 Stimulus 6

Stimulus 6

Typical No Claims Bonus discounts

Number of years No Claims Bonus at this renewal	Typical NCB discount
One year NCB	5%
Two years NCB	10%
Three years NCB	20%
Four years NCB	30%
Five years NCB	40%
Six years NCB	45%
Seven years NCB	50%
Eight years NCB	55%
Nine years or more NCB	60%

7.2.8 Stimulus 7

Stimulus 7

Imagine you have 3 years No Claims Bonus...

The cost of No Claims Bonus Protection is £20 for the year.

The current No Claims Bonus discount on the insurance cost is 50% for the year.

The table below shows what would happen to your No Claims Bonus if you did make a claim on your insurance with and without No Claims Bonus Protection. It also shows you what difference claiming would make to the typical discount on the insurance cost.

Number of years No Claims Bonus at this renewal	No Claims Bonus at next renewal date without NCB protection			No Claims Bonus at next renewal date with NCB protection		
	1 claim in next 12 months	2 claims in next 12 months	3 claims in next 12 months	1 claim in next 12 months	2 claims in next 12 months	3 claims in next 12 months
Three years NCB	One year = 10% discount	Nil	Nil	Three years = 40% discount	One year = 10% discount	Nil

7.2.9 Stimulus 8

Stimulus 8

Your premium may increase following an accident in which you are not at fault even if you have No Claims Bonus Protection.

7.2.10 Stimulus 9

Stimulus 9

Your premium may increase and your No Claims Bonus discount may decrease following an accident in which you are at fault even if you have No Claims Bonus Protection.

7.2.11 Exercise 2

Exercise 2

How confident would you feel in deciding whether to purchase No Claims Bonus Protection? Why?

Would you purchase No Claims Bonus Protection?

Yes
 No
 Unsure

Why have you given this answer?

7.2.12 Stimulus 10

Stimulus 10

MODERATOR PLEASE READ OUT:

- You are required by law to report the accident to your insurer.
- If an accident is found not to be your fault, you are entitled under law to be put back into the position you would have been in had the accident not occurred through the submission of a claim against the insurer of the other driver who is responsible for paying the costs of this claim, provided that those costs are reasonable.
- Your rights include compensation for:
 - Repair of your vehicle to its pre-accident condition.
 - A replacement vehicle that is similar to your vehicle while you are without your vehicle, provided that you need such a vehicle.
 - Personal injury damages (e.g. for pain, suffering and loss of amenity, and the costs of care).
 - Other losses (e.g. loss of earnings, vehicle recovery and storage and the use of public transport).
- Your non-fault claim can be handled in the following ways:
 - By your own insurer.
 - By the insurer of the other driver.
 - By a claims management company.
 - By you.
- Your legal entitlements are the same under all of these options. We are your insurer.

7.2.13 Stimulus 11

Stimulus 11

Please show Remedy A including the
FAQs. One copy per participant.

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Remedy A

Statement of consumer rights following an accident

1. This statement provides a summary of:
 - (a) Your responsibilities following an accident;
 - (b) Your rights following an accident; and
 - (c) How your motor insurance claim may be handled.

Your responsibilities following an accident

2. Following an accident, you are required by law to report the accident to your insurer. Your insurer and the insurer(s) of the other driver(s) involved in the accident will investigate the accident circumstances and determine who is responsible for the accident.

Your rights following an accident

Your rights if an accident is found to be your fault

3. If an accident is found to be your fault, your entitlements are determined by the terms and conditions of your motor insurance policy. Please refer to your motor insurance policy, the Frequently Asked Questions attached with your policy documentation and/or contact your insurer to determine exactly what is covered by your policy and how and in what circumstances you can make a motor insurance claim.

Your rights if an accident is found not to be your fault

4. If an accident is found not to be your fault, you are entitled under law to be put back into the position you would have been in had the accident not occurred, through the submission of a claim against the insurer(s) of the other driver(s), who is/are responsible for paying the costs of this claim, provided that those costs are reasonable.

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5. Your rights include compensation for:
- (a) **Repair of your vehicle to its pre-accident condition:**
 - (i) You are entitled to choose to have your vehicle repaired by a repairer of your choice or by a repairer appointed by your insurer, the other driver's insurer or a claims management company who manages your claim.
 - (ii) You can require that replacement parts made by the manufacturer of the original part are used in the repair.
 - (iii) If your vehicle is deemed to be a write-off or total loss, you will be entitled to the pre-accident value of your vehicle, which is the cost of purchasing an equivalent vehicle of a similar age and condition at the time of the accident and is usually based on published price guides.
 - (iv) You may be required to pay your excess, but this can be recovered from the insurer(s) of the other driver(s) and your insurer may or may not assist you in doing this.
 - (b) **A replacement vehicle:**
 - (i) While you are without your vehicle, you are entitled to a replacement vehicle that is similar to your vehicle (eg similar in size, type, number of doors and engine capacity) if you can demonstrate that you need such a vehicle.
 - (ii) You may be provided with a replacement vehicle on credit terms (in which case, you might be held liable for the costs of the hire should you ultimately be considered at-fault for the accident) or you may be provided with a replacement vehicle by your insurer or by the other driver's insurer.
 - (c) **Personal injury damages** (eg for pain, suffering and loss of amenity, and the costs of care).
 - (d) **Other losses** (eg loss of earnings, vehicle recovery and storage and the use of public transport).

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Your rights if responsibility for an accident is undetermined or shared between you and the other driver(s)

6. There may be circumstances where responsibility for an accident is not determined for some time or liability is shared between you and the other driver(s) (referred to as split liability).

Undetermined liability

7. Where liability is not determined, you will be required to make a claim under your motor insurance policy until liability is resolved. Please refer to the Frequently Asked Questions and/or contact your insurer to determine exactly what is covered and how and in what circumstances you can claim.
8. If the accident is subsequently found to not be your fault, your rights are set out in paragraphs 4 and 5 above. If the accident is subsequently found to be your fault, your rights are set out in paragraph 3 above.

Split liability

9. Where liability is split, you will be entitled to recover from the insurer(s) of the other driver(s) a proportion of the value of your claim (and they will be able to recover a proportion of the value of their claim from your insurer), but you will be required to claim under your motor insurance policy for the remaining proportion of the claim.

How your claim may be handled

10. If the accident is found to be your fault, any claim you make against your policy will usually be handled by your own insurer.
11. If the accident is found not to be your fault, your claim may be handled in one of the following ways, but your rights will be the same under all of these options:

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- (a) **By your own insurer:** your insurer will handle your claim and recover the costs of the claim from the insurer(s) of the other driver(s). Your insurer may choose to refer you to a third party supplier for the provision of some services.
- (b) **By the insurer(s) of the other driver(s):** the insurer(s) of the other driver(s) may contact you following an accident and offer to handle your claim, which you may or may not choose to accept.
- (c) **By a claims management company:** you or your insurer or the insurer(s) of the other driver(s) may choose for your claim to be handled by a claims management company.
- (d) **By you:** you can handle the claim yourself, arranging the repair of your vehicle and the provision of a replacement vehicle for the period that your vehicle is unavailable and claiming back the costs incurred, as well as compensation for any other losses you have suffered.

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Frequently Asked Questions - motor insurance policy claims (to be populated by insurers/brokers)

1. If I am in an accident in which I am found to be not at fault will this affect my annual motor insurance premium and/or my no claims bonus and, if so, how?
2. Will the submission of a claim for an accident in which I am found to be not at fault affect my annual motor insurance premium and/or no claims bonus and, if so, how?
3. Under what circumstances will I be required to pay an excess towards the cost of the repair of my vehicle?
4. If I am required to pay an excess and am ultimately found to be not at fault for the accident, will you refund the excess or recover the excess on my behalf from the other driver's insurer?
5. Can I choose who repairs my vehicle and, if so, will I incur additional costs over and above my motor insurance policy excess if I do so?
6. If my vehicle requires replacement parts, will the repairer use replacement parts made by the manufacturer of the original part?
7. Am I entitled to a replacement vehicle during the period in which my vehicle is undergoing repair? What type of vehicle am I entitled to?
8. What are my rights in relation to the recovery of losses other than those incurred in repair and replacement vehicle provision following an accident?

7.2.14 Exercise 3

Exercise 3

Please read through the document and using your red pen, circle anything that:

Does not make sense.
Is not clear.

7.2.15 Stimulus 12

Stimulus 12

Make of vehicle?
Model of vehicle?
Do you require a temporary replacement vehicle for the period whilst your vehicle is being repaired or is otherwise unavailable?
Do you believe your vehicle to be not roadworthy and/ or unusable?
Do you believe that your vehicle could be temporarily repaired such that you could continue to use it while awaiting its permanent repair?
Have you received an offer of a temporary vehicle from the other driver's insurer? If yes, why was this offer not accepted?
For the period while your vehicle is unavailable do you have access to another suitable vehicle owned by you or by your immediate family? If yes, is there a reason why you could not use this vehicle?
Do you require a temporary replacement vehicle that is similar in size, number of doors and engine capacity to your own vehicle? If yes, why?