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## **MONEY BOX LIVE**

**Presenter: VINCENT DUGGLEBY**

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**DUGGLEBY:** We're talking about insurance on this Money Box Live in what has so far been the coldest winter for 20 or 30 years, depending on where you live. Insurance companies are reporting claims up by more than 50%. Burst pipes, abandoned cars, ruined holidays, injuries from slipping on the ice - just some of the consequences of day to day living in hazardous conditions. That is what insurance is for, I hear you say. But it also provides a timely reminder that you only discover the real value of a buildings or motor policy when you make a claim. If the road's frozen, what liability does the local council have if you skid into a wall or hit a pothole or, far worse, knock someone over? What happens for claiming out of pocket expenses if you can't fly because the airport is closed or you can't get to the airport? Take the recent problems with Eurostar trains stuck in the Channel Tunnel. Does insurance have a part to play if the company makes a reasonable offer of compensation? One thing seems pretty certain - is that insurance premiums will increase in the next few months - though it always pays to shop around with the help of a broker or the Internet. Just renewing an existing policy's almost always a bad idea as you'd be surprised how far the company may cut the price if they think you might go elsewhere. And although most of the calls so far are about motor and house insurance, we can also deal with other types of policies such as redundancy, payment protection or critical illness. The questions are up to you. 03700 100 444 is the number to call. And with me in the studio: Malcolm Tarling from the ABI, the Association of British Insurers; Graham Trudgill from BIBA, the British Insurers Brokers' Association; and John Miles from the Internet based Go Compare. One of the most irritating television commercials currently on the

air, John, and I guess you'll take that as a compliment.

**MILES:** *(laughs)* Yes, yes, thank you very much. But I'm sure there's lots of parents out there that would agree with you, whose children insist on singing the tune quite regularly.

**DUGGLEBY:** Indeed. Right, let's take our first call. It's Penny in Tewkesbury.

**PENNY:** Hello.

**DUGGLEBY:** Hello Penny.

**PENNY:** My query is my son has to park his car on the edge of town, and he went to pick it up on Monday morning to go to work to find another car had hit it; smashed the front in and put it into a ditch. Another car, that he assumes was the car involved, was nearby. Also the front was very badly damaged and it had been pushed to a safer spot. So I suggested he took photos, phone the police and phone the insurance company. He's third party fire and theft. Is there anything else he can do?

**DUGGLEBY:** Right, so the implication of this of course is, assuming the car was hit by some other car, Malcolm, nobody knows who did it, so therefore there isn't anybody from whom he could claim, if indeed, that was what happened.

**TARLING:** Well if he can trace the owner of the vehicle and it can be shown that that was the vehicle that was involved in this incident, shall we say, then there may be a claim against the owner. Going to be very difficult to do, I have to say. Obviously he hasn't got fully comprehensive insurance. If he had, then he'd be able to claim the damage caused to his vehicle off his own policy.

**DUGGLEBY:** But to make a claim, really you need to find out somebody who will or may be forced to accept liability, Graham?

**TRUDGILL:** You do, and hopefully he may have purchased a legal expenses addition to his policy, which would perhaps help him. He does need to establish who has been negligent, who has actually hit him; and if that car has damage at the front, there is a very good chance that they could help him try to track down that owner. But also the Motor Insurers Bureau have an untraced driver agreement where they may help compensate victims who have been hit by someone that can't be traced.

**DUGGLEBY:** Indeed. And a very good idea I think, John, that you take photographs because I mean in a few days, maybe in a few weeks time, there'll be no evidence of any of these cars that we now see littering the highways and the byroads.

**MILES:** Absolutely, Vincent. The scene might be completely unrecognisable in a few days time, particularly with the current weather conditions we're seeing. So always do that, so you can give a clear ... and demonstrate exactly what has happened to the insurer.

**DUGGLEBY:** And one of the general themes we've had in the calls coming in on the snow and ice is this question of liability for the snow and ice. Well, yeah, I mean who is responsible? I mean the word council, local council has been mentioned on a number of occasions, Malcolm.

**TARLING:** Yeah, basically if you have a trip and slip in the current weather - for example walking down a road or a pavement - you've got to establish that the owner of the pavement was legally liable for the injury, and you have to show that they were negligent. Now that could be quite difficult to do in the current situation. For example ...

**DUGGLEBY:** What about potholes? That's come up several times.

**TARLING:** Yeah, potholes is much in the news today. Similar principles apply. If you can show that the owner of the road was negligent, then you may have a claim. So if your car is damaged as a result of going over a pothole, the easy route is to claim on your fully comp insurance. The harder route would be to claim against the owner,

such as the local authority of the road, but you'd have to show that they were negligent. And, again, in these circumstances that could be quite difficult to do.

**DUGGLEBY:** Graham, have you got a comment on this one?

**TRUDGILL:** Just once again take a photo of that pothole. You do need to establish some evidence. I had a friend who did that. He didn't take a photo and the case was thrown out. So as much evidence as possible.

**DUGGLEBY:** Okay. Stewart in Cardiff, your call now.

**STEWART:** Hello, yes. I'd like to find out what my position is for making a claim for recovery of holiday costs based on a trip abandonment due to a 24 hour delay in flight.

**DUGGLEBY:** Right.

**STEWART:** The issue seems to be around the fact that the original flight went out on time. However, it was redirected back to the point of departure and rescheduled 24 hours later.

**DUGGLEBY:** Right. Okay, so you've got a policy which has a cancellation clause in it, have you?

**STEWART:** Yes, after 24 hours you're entitled to make a claim on the holiday costs. However, the issue seems to be around what is the departure time - whether it was the original departure time or any rescheduled departure time.

**DUGGLEBY:** Right. Just before I take that, I just want to read out an email from Steve who raises just a general question about travel insurance. He says, 'Can the panel please describe what constitutes a cancellation as per the insurance policy?' Now we've just heard there from Stewart that it's 24 hours. John, is that the normal

practice?

**MILES:** That would perhaps be the normal practice. There will also be benefits available for people who are delayed in some way. They will vary from policy to policy, so it's always best to search the market fully. They will start from 6 hours delay up to obviously 24 hours, and some will actually pay out full benefit perhaps as late as 25 days.

**DUGGLEBY:** Right, so there are payments triggered at various points in the cycle?

**MILES:** Yes.

**DUGGLEBY:** But are we agreed that 24 hours is probably the sort of standard wording? Is that right?

**MILES:** Yes, it would be standard.

**DUGGLEBY:** Okay. So in this case, Stewart, you've gone the 24 hours. What happened then?

**STEWART:** Well it was rescheduled and we faced further delays at the airport, and eventually we were told that it would be redirected to another airport which was quite some distance from our original destination. And at this point, we had no assurance that we would actually *reach* the destination.

**DUGGLEBY:** Yeah, I think you were re-routed to Milan, I think, wasn't it?

**STEWART:** That's right, yes, which is the other side of the Alps from where we were going.

**DUGGLEBY:** Exactly, exactly. So you're going to get to your skiing holiday by a completely different route.

**STEWART:** Exactly.

**DUGGLEBY:** And what was your decision then?

**STEWART:** The decision amongst a number of other people was to leave the aircraft. However, we did ring the insurance company at the time to make sure that this wouldn't be a problem, but the claims department (this was on a Sunday whilst we were in the aircraft) was not open. So we spoke to a number of other people - the emergency number, also the bank that we go through - and they seemed to think that our claim was fine. So we made the decision to leave the aircraft based on the information we had at the time.

**DUGGLEBY:** Yeah because you couldn't be confident that even when you got there, you were going to be able to get to your final destination.

**STEWART:** Yes, exactly. That's right.

**DUGGLEBY:** Right. So the 24 hours has now lapsed. It sounds to me as though the insurance company, well it *ought* to have liability, Malcolm?

**TARLING:** Yeah, it's difficult to comment in detail without obviously seeing the policy wording. What I would suggest you do, if you haven't already done so, is probably escalate it further within the insurance company. You can of course always go to the Financial Ombudsman Service who will adjudicate in issues like this where there's a dispute over interpretation of the policy wording.

**DUGGLEBY:** It seems to me that the action taken here by Stewart and others apparently on this flight was perfectly reasonable. I mean their holiday had effectively, you know, gone down the spout.

**TRUDGILL:** That's right and the Ombudsman will look at exactly that - have they acted reasonably? They've done everything they could to try and get to their

destination. They just couldn't get there. They tried to phone the insurance company. They spoke to the emergency people and they felt it was reasonable to call it off and make the claim. So I think they should really follow it through, follow the complaints procedure in the policy booklet, and if they can't get satisfaction go to the Ombudsman as Malcolm says.

**DUGGLEBY:** Okay, that's a slightly different one from a number of people who've raised a point earlier in the holiday where you actually can't get from your home to the airport. Now you may well be delayed 24 hours, but the fact is if you can't get to the airport ... In one case the flight was said to have taken off and it's your fault the flight took off. You didn't get there. Tough luck.

**TARLING:** Well it's not your fault that the flight's taken off without you. Most travel policies will have some form of cover for missed departure, so that if you're stuck on the motorway, you can't get to your airport because the snow's coming down and you're stuck in a ten mile queue - providing you can show you set off at a reasonable time - in other words you took into account the weather conditions and factored them into your journey time - then many travel policies will provide cover for any subsequent missed departure.

**DUGGLEBY:** I mean coming from our neck of the woods down in Devon, I mean last night Haldon Hill, which is a fairly well-known hill outside Exeter - I mean they're all travelling home and suddenly, whoof, down came the snow, and the whole place was shut for eight hours. I mean it can happen. And I mean that surely again is what people constantly are telling us: that's what insurance is about - getting caught without expecting it. There's nothing you can do.

**TARLING:** It is. It's about covering yourself and being covered against the unexpected provided you can show you've taken reasonable steps to protect yourself.

**TRUDGILL:** Yeah, you're covered for missed departure, for travel delay, for cancellation. Your insurance policy should cover all of these circumstances. It's just a question of proving that you did everything you could, and I think it's been so well

reported recently you shouldn't have any problems. Once again the Ombudsman's there to protect you if need be.

**DUGGLEBY:** Okay, well Paul in Glasgow's got a slightly different question. Paul?

**PAUL:** Hello.

**DUGGLEBY:** Hello Paul.

**PAUL:** Yeah, my question's about winter sports holiday cover. I've sort of heard of and known some other people, a few people that have unfortunately died in avalanches over the last sort of 2/5 years, and then the insurance that they had hasn't covered things like search and rescue costs and things like that. So after sort of they've died, their parents are then faced with sort of £15,000 bills to sort of like search rescue centres. So I want to know what do you need to look for on holiday insurance to ensure that like that doesn't happen basically?

**DUGGLEBY:** This is specialist risk, I think, isn't it John?

**MILES:** Yeah, absolutely. I think the byword of all insurance really is research before you actually buy a policy, but it's probably even more true of travel insurance where they do differ quite a lot. What you probably want to look at, Paul, is a specialist broker that's particularly covering winter sports and look at the detail of that policy to see exactly what is included.

**DUGGLEBY:** And this is sort of high risk. It's dangerous sports. I mean there are all sorts of dangerous activity holidays, which, I mean, there are policies which I imagine would cover anything if you get it written in?

**TRUDGILL:** That's right. Standard policies wouldn't necessarily cover many hazardous activities. You have to agree that, perhaps pay extra with your insurance broker, and then they could cover it. And some can cover snowboarding absolutely,



and that will cover your mountain rescue.

**DUGGLEBY:** Are there any specialist companies that you know of, insurance companies that do cover these kind of risks? And it can be all sorts of things. I mean it can be mountain climbing. It can be anything which is high risk for which maybe the odds of getting the accident is low if you're experienced, but the costs are very high if it doesn't work ...

**TRUDGILL:** Yes, Vincent, I mean insurance brokers can cover any risk, no matter how peculiar.

**DUGGLEBY:** And you have companies out there that ...

**TRUDGILL:** We have a find a broker service. We can always find for someone, yes.

**DUGGLEBY:** So that's through BIBA's website or ...?

**TRUDGILL:** Yes, [www.biba.org.uk](http://www.biba.org.uk).

**DUGGLEBY:** So if Paul wants to get onto that and say, "I want a snowboarding policy", you guarantee me that you'll be able to get him one?

**TRUDGILL:** We'll absolutely make it our mission to do that.

**DUGGLEBY:** Alright, well you've got a guarantee there from Graham from British Insurance Brokers' Association, Paul.

**PAUL:** Right, thanks a lot.

**DUGGLEBY:** You'll take him up on that. Right, Vicky in Penrith, your call?

**VICKY:** Good afternoon to you. My call is relevant at the moment in the conditions

that we have up here from flooding, but it actually personally affects me from a flood claim I made in 2005. And my property was flooded through the air vents and the main claim was for contents and garage and garden shed. Now since then I've maintained the insurance with the same company, but this year the insurance has gone up, the premium's gone up 46%. Now when I go online, nobody will insure me because I live within 400 metres of a river and because of my postcode, that we have been flooded previously. Now I think this is absolutely disgusting and it's going to affect so many people now; that once you've been flooded and made a claim, you cannot come away from your existing company.

**DUGGLEBY:** Okay, well let's get Malcolm to deal with that.

**TARLING:** Yeah, 46% I think you said ...

**VICKY:** 46% increase.

**TARLING:** ... 46% increase. Yeah, that's a significant increase and I can understand how you feel about receiving your renewal notice for that. We have a problem with flood insurance at the moment in this country in that the market is not operating the way we would want it to. We've got a practice and we've got an agreement in place whereby insurers, our members will continue to offer flood cover to existing customers. The market for flood cover for a new customer out there who lives in a flood risk area is not very competitive at the moment. The flood risk in the UK, as, unfortunately, you know, is getting much worse. We are seeing a steady increase in both the number and the cost of flood claims. We want to be able to operate in a much more competitive environment than we're able to do so at the moment. One way of maybe being able to negate this increase - you may have explored this - is maybe opt for a higher flood excess. You may already be paying a higher flood excess, I suspect. And also discussing with your existing insurers are there any steps that you can take to make your property more flood resistant or resilient, which could help to reduce the costs of flood cover.

**VICKY:** They don't seem interested. I mean I've got floodgates, I've got air vent

covers, the village itself is having flood defences put in, but nobody seems to be interested in that. It's just that's your postcode, and as soon as you put in your postcode and you've got a river - no.

**DUGGLEBY:** John?

**MILES:** Well things have improved slightly, funnily enough. Since 2002, there has been an obligation for insurers to continue to insure you. It's just currently there's no actual limit on the premium that they can load. And perhaps that's something that the industry needs to take a look at.

**DUGGLEBY:** I'm going to add a slightly changed direction on this one because it's not flooding, it's subsidence. We've got two emails - one from Angela in Kent, the other one from John in Chesterfield - and basically both of them have had subsidence which is being dealt with. In Angela's case, the cracks were dealt with, tested after six months and they found no further movement, redecorated, etcetera, etcetera. But she's now locked into the company and she finds herself virtually unable to change insurers. And John makes the point that his premiums he says are now four times that of a similar property that didn't undergo underpinning. Surely if the job's been done properly, my house should be a lower risk having been underpinned in this situation, Malcolm?

**TARLING:** It very much ... Well firstly can I say the market for subsidence insurance is a bit more competitive than it is for flood insurance at the moment. It depends very much on the nature of the original problem and the type of work that's been carried out. Most properties that have had extensive work carried out on them are going to be a much better risk than other properties in that area that may be vulnerable to subsidence, I agree, but it does very much depend on the nature of the original problem and the work that was carried out. Many years ago, underpinning used to be the automatic response to any cracks and that was subsequently shown to not always be the right course of action. So insurers these days are much more likely to take a more measured approach and monitor the property for a greater length of time to make sure that any repair work actually provides a long lasting solution and

that crucially that should enable you to go around and at least get quotes from other insurers.

**DUGGLEBY:** I was going to ask Graham, I mean if John in Chesterfield came to one of your members and said, “Look, my premium’s gone up four times. I’ve got this underpinning. It’s absolutely fine. I can provide engineer certificates”, I think your members should jolly well get him a better deal than he appears to be getting from his existing company.

**TRUDGILL:** I would certainly think so. Our members have started previously underpinned property schemes and they do previously underpinned properties all the time. They know that they’re a good risk. They very rarely have another claim. So absolutely, I’m sure he can be helped. There are complications. Sometimes if you’re in a terraced house or something and your particular site has been underpinned but the one at the other end hasn’t, that can be complicated. But overall, I think we understand this much better than we used to and we should be able to help.

**DUGGLEBY:** Right, Helen, you’ve been waiting patiently from Stirling. Hello. Hello Helen ...

**HELEN:** Hello.

**DUGGLEBY:** ... in Stirling in Scotland. Are you there?

**HELEN:** Yes.

**DUGGLEBY:** Yes, what can we do for you?

**HELEN:** It’s a travel claim. I was in Florida, Orlando, and could not get my flight back home because of the disruption at Gatwick Airport. Was told I could not get a flight for five days, but if I got myself to Houston, I could get a flight home. That cost me £219 and, so far as I can see, neither British Airways, nor my insurance company

will cover me for that bit of the journey.

**DUGGLEBY:** So the airline said it couldn't get you back from your original destination?

**HELEN:** Not till five days later.

**DUGGLEBY:** Hmn. Yeah, this raises a legal question of the international air rules and things, doesn't it, probably.?

**HELEN:** Aaah ...

**DUGGLEBY:** There's sort of frowns in the studio here.

**TARLING:** Well I don't know about the other people, but I'm no expert on EU requirements on tour operators. But there certainly are requirements on airlines and tour operators in certain circumstances, such as the industrial action or proposed industrial action that was threatened a couple of months ago. In this case, I rather suspect it's down to the wording of the delayed section under the travel policy, which normally pays for a fixed - as we've already discussed - a fixed amount if you're delayed beyond a certain number of hours, such as six or eight hours. It might actually be one to, as we said earlier, to escalate with the insurance company and maybe have a word with the Financial Ombudsman Service about it.

**HELEN:** Okay.

**DUGGLEBY:** I mean the airline's liability is not unfortunately governed by the normal insurance policy. I mean that's a completely different area of law. I mean, again, I'm just thinking of legal expenses on most household policies - whether they could help in this instance.

**HELEN:** Okay.

**DUGGLEBY:** You know just one of those possibilities. I mean ring them up and ask them what ... I mean they should be able to tell you what your legal rights are you know outside the strict letter of the insurance policy itself. I mean it's worth pursuing that.

**HELEN:** My household insurance policy?

**DUGGLEBY:** Well if it's got legal expenses on it, yes.

**HELEN:** Okay, okay.

**DUGGLEBY:** I mean they've usually got an advice line and there should be somebody who will be able to tell you what international airline ... Unfortunately we haven't got an international airline expert in here; but as far as the insurance policy itself is concerned, we generally tend to look at it from the point of view of going and not coming back.

**HELEN:** Yes.

**DUGGLEBY:** Graham?

**TRUDGILL:** I think that it depends on your policy wording absolutely, but if you've been delayed for 5 days ...

**DUGGLEBY:** Well it *would* have been delayed 5 days.

**TRUDGILL:** Would have been delayed ... then your insurance provider would look to help. And I think anyone else that finds themselves in that situation should speak to their insurance provider straightaway and work on a solution because it's going to be much cheaper for them to probably pay for you know a short transfer than pay for some long, complicated thing.

**DUGGLEBY:** But the trouble thing is I don't think ... You weren't delayed for 24 hours, were you, because you went to the other airport?

**HELEN:** I went to the other airport.

**DUGGLEBY:** Yeah, you see.

**HELEN:** I needed to get home.

**DUGGLEBY:** Yeah, exactly. So actually she wasn't delayed for 24 hours. If she had been, it might have triggered the ...

**TARLING:** (*over*) I think you're the victim of your own initiative in a sense here because of the steps you've taken. I'm trying to think of this in terms of the standard cover provided under travel policies, which covers you for cancellation, covers you for delays and covers you for curtailment, and I'm failing to see how you could fall into those categories. But, as Graham said, in situations like this it's always best to talk to your insurer as soon as possible to work on a solution that ultimately could save them money.

**DUGGLEBY:** But be prepared to escalate it, if necessary. Write a letter to the insurance company saying you're not satisfied and, you know, take it from there. Okay, James in Totnes, your call now.

**JAMES:** Yes, I've got a problem with a renewal and it's a home policy and it's the contents section. And there are some exclusions which surprised me. And it gives the amount that's covered. Accidental damage isn't covered because that's not in the policy and general conditions, it then says. And then 'when your home is left unoccupied for more than 24 hours, this policy will not insure loss or damage caused by theft or attempted theft or malicious persons and burst pipes, broken glass, etcetera, etcetera'.

**DUGGLEBY:** Yuh, yuh.

**JAMES:** Now I'm sure that it used to be 90 days whereby if you were away for a long time and the property was unoccupied, obviously they used to exclude theft.

**DUGGLEBY:** Yuh, that's true. Yes in fact 90 days would be quite generous. I think in my experience it's more likely to be 28 days or 30 days.

**JAMES:** Yeah maybe it came down to ...

**DUGGLEBY:** But your point is really that 24 hours is completely unreasonable.

**JAMES:** Of course, yeah.

**DUGGLEBY:** Okay, well what's the comment of the panel? Graham?

**TRUDGILL:** I don't think that policy is really meeting your demands and needs, and I think there are plenty of policies out there ...

**DUGGLEBY:** (*over*) It wouldn't meet anybody's demands and needs, not just James.

**TRUDGILL:** No.

**DUGGLEBY:** I mean it's ridiculous!

**TRUDGILL:** Yeah, there's plenty of policies out there that would give a standard at least 30 days unoccupied, sometimes 60, sometimes 90. I'm sure a broker could easily help you arrange a different policy that's more suitable for you.

**DUGGLEBY:** I'm tempted to ask you, I mean is this a big company that's got this?



**JAMES:** It's Aviva.

**DUGGLEBY:** I mean I'm sure ... I mean perhaps they've made a mistake and put 24 hours instead of 24 days or something. I mean 24 hours, you could be away overnight and it would not trigger the policy.

**JAMES:** Well quite.

**DUGGLEBY:** But I mean it is a holiday, obviously it's a holiday home, but 24 hours is ... well it's pointless to have it.

**JAMES:** What it is, April when you open up, you take all your stuff up there - you know your phones, all your expensive bits and pieces. And then we're not there the whole time, obviously you know weekends and so on, but if you come back for a couple of days then you've got to clear it all out again.

**DUGGLEBY:** Well what I would do, James, is write to Aviva. I mean obviously I haven't got the policy in front of me and neither does the panel, so we can't actually see what it says. But write to Aviva. And if what you say is true - I repeat if what you say is true - then ask them for an explanation. And if you get an explanation that yes that is so, then I think we'd like to see a copy of this because it might be worth pursuing because if it becomes a general trend, then I think the policy is frankly not worth having.

**JAMES:** Well it's a trick because if you haven't read that, you know, you could have quite a big burglary and they'd say oh well you were away for the weekend.

**DUGGLEBY:** Exactly, exactly. Okay, well thanks for that call. We'll move onto Philip in Newport. Philip?

**PHILIP:** Hi Vincent. Yes, it's to do with an insurance claim with my wife's car where the car went into a pothole one foot wide, nine inches deep, six foot long,

which damaged the driver's front and rear tyres and alloy wheels. My wife had fully comp with legal support on this, and we also had a local residence saying the road was in poor repair. The legal support company said that because the insurance company didn't want to pursue it, that they wouldn't take it forward.

**DUGGLEBY:** In other words, make the local authority or some other body liable for it, you mean ...

**PHILIP:** That's right.

**DUGGLEBY:** ... or try to prove their liability?

**PHILIP:** Yes indeed.

**DUGGLEBY:** So you were left effectively to claim off your own insurance and that would have been it?

**PHILIP:** Yes, and that's what we had to do. But of course it penalised the premium that my wife now has from that site.

**DUGGLEBY:** Yeah. Alright comment, panel. John start.

**MILES:** Well once again, Philip, I'd suggest taking some photos of the scene.

**PHILIP:** Yeah we did that early in the morning, and took measurements.

**MILES:** Great. And then I think it's something again that you're going to need to look at escalating. And if you've got legal cover on the policy, perhaps ask them to get in touch with them again and you know make it clear that you do want to pursue this.

**DUGGLEBY:** But the procedure will have to be obviously to get the car done

because I mean after all there's no point in arguing the case before your car's been repaired. And having done that, Malcolm, it's the protecting of the future cost of premiums rising or no claim and that sort of thing?

**TARLING:** Yes. I mean obviously the course ... what you want to do is you want to get the car repaired as quickly as possible and not lose any money as a result. But I think initially you have to bite the bullet and get the vehicle repaired. If you haven't got protected no claims, then provided you can get the money back from someone - i.e. the local authority if they're responsible - if you can get the money back from them, then that will normally protect your no claims bonus.

**DUGGLEBY:** But will it be the insurance company that's paid the claim that would take this on because by the sound of things they're just not interested?

**TARLING:** No, they don't have to. Your insurer that provides fully comprehensive insurance is contracted to do what it says on the tin - in other words repair the vehicle. If you've got legal expenses cover ...

**DUGGLEBY:** You use that to pursue it?

**TARLING:** ... they normally use that. But one word of warning on legal expenses insurance cover. The legal expenses insurers are going to look to see what their prospects of recovery are and they will have to make a decision in consultation with their advisers as to whether or not they think this case is worth pursuing. But, as John's already mentioned, if you take pictures of the offending pothole and if you've got evidence of people ...

**DUGGLEBY:** It's a really big one too.

**TARLING:** ... if you've got evidence that people have warned the local authority about this in the past, that's going to help you.

**PHILIP:** Yes indeed. Took lots of pictures and a local resident, like I say, has said that the road has been like that for about 9 months.

**DUGGLEBY:** Well that's good evidence in your favour, but I wouldn't sort of bank on winning it because sometimes these things just are not worth pursuing. I know it sounds awful to say so, but insurance companies don't generally want to spend money or fighting things that they can't win or not fighting things which they can win. Now a quick email from Robbie, I think is going to finish the programme. And he's making the general point about ... this raised point about no claims. He says, 'If a policyholder's paid extra to protect his no claims bonus, shouldn't the renewal premium after an accident claim be the same as it would have been as if no accident claim has been made? My experience is that the insurance companies try to hike the premiums to effectively recover the money by another route.' Malcolm?

**TARLING:** No insurance companies aren't in the habit of hiking premiums in that way. The premium you pay on your motor insurance will depend on two factors: your own claims experience; and, more relevantly I suspect in this case, how much insurers have paid on all motor claims. And very often you've had a good claims record but other people haven't.

**DUGGLEBY:** Okay. Graham?

**TRUDGILL:** I think one of the benefits of having protected no claims bonus is that you can actually take it somewhere else with you as well, but they might be loading your premium because of the claim rather than because of the loss of the no claims bonus or maybe you've used up all your lives under the no claims bonus.

**DUGGLEBY:** Okay, well I'm afraid we've run out of time. Thanks for all your calls and emails. And also my thanks to Graham Trudgill from the British Insurance Brokers' Association; Malcolm Tarling from the Association of British Insurers; and John Miles from Gocompare.com. Paul Lewis will be here with Money Box at noon on Saturday. And if you have something you think the team should investigate, you can email Money Box at [bbc.co.uk](mailto:bbc.co.uk) or log onto the website for more information about

today's programme. By phone it's 0800 044 044. Weather permitting, I'll be back same time next Wednesday afternoon with Money Box Live taking your questions on finance for small businesses.