

## Yvonne Bailey response to Provisional Findings report

As a private motorist I am very concerned about the concept of the 'at fault' insurer or their CMC being able to 'capture' the responsibility to repair my vehicle after an accident. I have a contractual arrangement with my insurance company and consequently legal redress under that contract in the event of dispute over those repairs. Should the 'at fault' insurer or CMC appointed by the 'at fault' insurer 'capture' my claim, I would be concerned as to whom their primary loyalty and legal responsibility would be? Should I be dissatisfied before, during or after the repairs are completed - what redress do I have and what would be my insurer's responsibility to me in ensuring (at any point) during the claim that the matter is properly and satisfactorily dealt with??

I have some understanding of the law of tort, but that is a complex civil law issue and would, no doubt, be expensive to pursue. Contract law is more simple and direct, and the written contract with my insurer lays out the four corners of that contract.

I do not want to be in the hands of an unrelated third party (which represents the insured party who has caused me damage but particularly a CMC), and which holds no allegiance to me and in whom I could have no trust that they have **my** 'best interests' at heart.

I do not choose my insurance provider, motor or otherwise, primarily on price. Terms and conditions, prompt and satisfactory response to any claim are as important, if not more important in some cases than the premium per se. News reports suggest that this aspect of 'cost saving' to the insured party would be of the order of £8 per vehicle per annum. Frankly an wholly insignificant sum!