

The complaint

Ms C had a motor insurance policy with Covea Insurance plc in 2018 when her car was written-off in an accident. She complains about the poor service she got from it afterwards.

What happened

Although the policy covered her for a 'new for old' replacement car, Ms C said the one she got was of a lower specification than her old car. She said the service from Covea's advisors was poor, as she was given the wrong information by them and was promised calls that weren't made. She said no-one took ownership of the claim and there were delays in moving it on. She said a male advisor had laughed when she became distressed during a call and a female advisor had put the phone down on her. Ms C also said that (after other issues with the car's specification were resolved) the new car remained without a spare wheel.

Covea said it had dealt with Ms C's dissatisfaction by investigating three formal complaints. It upheld the first complaint, by accepting that she'd been given the wrong details and wasn't called back as promised, which had caused delays. It refunded £75 road tax to Ms C due to its advisors giving her poor advice about the V5 registration document process. Covea also paid her £175 compensation for distress and inconvenience. It didn't uphold her complaint about the new car's specification, as it said the problems she'd identified were for the manufacturer to resolve. And although Covea didn't agree that a male advisor had laughed at Ms C, it paid her £50 compensation for the poor handling of a call by a female advisor.

One of our investigators considered the complaint Ms C made to us. He thought the issues she'd raised about the car had been resolved, except for the spare wheel. He said Covea should arrange for a wheel to be provided to her and it should also pay her a further £150 compensation. Later on, he noted that the sales invoice for Ms C's old car didn't show that it came with a spare wheel, so he said it wouldn't be fair for Covea to pay for one for the new car. Ms C said we should contact the manufacturer for more details of the old car, but the investigator thought that was something for Ms C to pursue if she wished to do so.

As there was no agreement, the complaint was passed to me for review.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

It's clear that Ms C faced poor service from some of Covea's advisors, including poor call-handling, and that as a result, there was some avoidable delay. But Covea carried out a full investigation into these issues and attempted to put matters right. In my opinion, it acted reasonably by apologising to Ms C, giving her £75 towards the cost of her road tax and a further £225 in total for distress and inconvenience.

I think a great deal of Ms C's distress arose from her belief that the replacement car was of a lower specification than she was entitled to under the policy. Her old car was a special edition model, and she didn't think the new one was the same. But the new vehicle invoice

from the dealership garage - and the approval form issued by Covea - show that a new special edition model of the car was ordered, paid for and delivered.

Ms C said the new car didn't have air conditioning ('AC'), and Covea's engineers considered why some of the car's other functions may have appeared not to work. The sales documents show that the new car is fitted with AC, and a photo Ms C took of the dashboard and sent to the investigator shows that the AC function control button is present. Covea's engineers concluded it was likely that the electronic settings for some functions might be different in the new car. So Covea said the dealership garage or the manufacturer should address the problem. I think that suggestion was reasonable, and it appears to have been successful.

Ms C was sure her old car had a spare wheel. But the firm that had collected the damaged car didn't find one in it when it was asked to check – and the new vehicle invoice for the old car didn't show a spare wheel as part of its specification. Regardless of that, in my view, as the invoice for the *new* car showed that a spare wheel was included, it was reasonable for Ms C to expect the car to have one. But I don't think it's Covea's fault if that didn't happen. It paid for the new car with the stated specification, and I don't think it should have to do more than that. Ms C may want to discuss the spare wheel with the dealership that provided the car and / or the manufacturer.

I can see why Ms C thinks it would be fair for her to be paid more for distress and inconvenience. I think it's clear that she had a difficult time after the accident, in which she was injured, so dealing with any problems with the car must have been very stressful for her. But Covea was only to blame for some of the issues she raised – and I think it dealt with those issues reasonably - so I can't uphold Ms C's complaint.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms C to accept or reject my decision before 26 January 2021.

Susan Ewins
Ombudsman