

The complaint

Miss T complains Tesco Underwriting Limited (Tesco) caused unnecessary delays after she made a claim on her motor insurance policy.

There are several parties and representatives of Tesco involved throughout the complaint but for the purposes of this complaint I'm only going to refer to Tesco

What happened

On 12 May 2022 Miss T had an accident whilst driving her car and she reported it to her motor insurance provider - Tesco.

Tesco accepted Miss T's claim. It gave her the details of its approved repair garage and told her to contact it straight away to arrange for the repairs to be completed and said that the garage would organise a courtesy car whilst the repairs were taking place.

Miss T tried to contact the approved garage, but it did not call her back. Tesco gave her details of an alternative approved garage. This garage organised to complete the repairs on 31 August 2022. This was then further delayed to 25 October 2022.

In August 2022 Miss T organised for the repairs to be completed by her own garage. She said Tesco did not offer this option to her previously. And that the delay had caused her a lot of distress. The repairs took five-days, but her garage did not supply a courtesy car whilst it was being completed.

Miss T complains that no one assessed her car to check it was safe to drive. She also said that she tried several times to complain to Tesco and despite saying it would call her back it never did.

Tesco accepted there had been issues and paid Miss T £300 for the poor level of service given and the delay experienced.

As Miss T was not happy with Tesco, she brought the complaint to our service.

Our investigator upheld the complaint. They looked into the case and said they felt the compensation already paid to Miss T was fair and reasonable. But they recommended that Tesco award a further £10 per day for the loss of use of her car for the duration of the repairs. This was five days.

As Tesco is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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.

In her complaint to us Miss T said her car was not assessed to check it was safe to drive. I have not seen any evidence that she advised Tesco at any point that she felt her car was unsafe. I looked at the report of the damage Miss T reported to Tesco when she made the claim and it was minimal damage. I think that there was nothing reported that suggested there was a need to conduct an assessment or to get the car to a garage quickly.

I looked at the timeline of this claim. The claim was made on 12 May 2022 and Tesco organised for an approved repair garage to complete the repairs. I saw that Miss T tried to contact the approved garage multiple times in May 2022 to progress the repairs but had no success. I saw Tesco also tried to contact the approved garage itself. Also without any success.

The repairs were eventually booked in for 31 August 2022 with another of Tesco's approved repairers, but in mid -August this date was changed to 25 October 2022.

I saw evidence of a number of calls from Miss T to Tesco of which she said she never received call backs as agreed. On 31 August 2022 Miss T spoke to Tesco about its failure to communicate with her and that her car wasn't going to be repaired until towards the end of October 2022.

At this point Tesco confirmed Miss T could use a non approved repairer as the only other option. This is more than three months after she made the claim. Miss T asked if she would be able to have a courtesy car whilst the car was in for repairs. Tesco said *this would be down to her own garage whether they gave her one.*

In September 2020, Miss T obtained a quote for the repairs, this was authorised by Tesco and the repairs were completed.

I saw that Tesco accepted that there were service issues which caused delays in Miss T's claim. It accepted Miss T had not been contacted by anyone despite sending emails and making telephone calls for updates.

As there was no explanation from Tesco's approved repairers regarding the delays it paid Miss T £300 in compensation for the poor level of service provided.

After considering the time taken to progress the repairs to Miss T's car and the inconvenience caused to her when she tried to contact Tesco and its approved repairer to progress her claim, I think £300 is a fair and reasonable amount.

I looked at the terms and conditions of the policy and on page 17 it says;

"Section D Courtesy Car

To keep you mobile, within the geographical limits only, we will offer you a small courtesy car (typically a small city car), while the car is being repaired by one of our approved repairers following an insured incident that has resulted in a claim under your policy"

It also says on page 18;

"What is not covered

- A courtesy car will not be provided if you do not use one of our approved repairers."*

This confirms that as Miss T had the repairs completed by her own repairer, Tesco do not have to provide a courtesy car, under the terms of the policy.

As Tesco had been unable to organise to complete the repairs with its own approved repairers in a reasonable timeframe Miss T was given the choice whether she wanted to use her own repairer which she chose to do. However this option was not offered until August 2022, which was approximately three months after the incident.

Miss T would have used Tesco's authorised repairer if she had been able to, and if Tesco had been able to organise to conduct the repairs in a reasonable time she would have been provided with a courtesy car during the repairs.

Tesco have said that its payment of £300 to compensate Miss T is fair and *should take into account the five days she was without her car*. However I think it is fair to pay the loss of use of her car of £10 per day in addition to the £300 already paid for the poor level of service delays caused.

Therefore, I uphold Miss T's complaint and require Tesco to pay Miss T £50 for the five days she was without a car.

My final decision

For the reasons I have given I uphold this complaint.

I require Tesco Underwriting Limited to pay Miss T a further £50 for the duration of time she was without a car whilst the repairs were completed.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 28 December 2022.

Sally-Ann Harding
Ombudsman