

The complaint

Mr T complains that Tesco Underwriting Limited (“Tesco”) didn’t provide him with a suitable courtesy car following a claim on his car insurance policy. When I mention Tesco I also mean the other companies working on its behalf.

What happened

Mr T had a motor insurance policy with Tesco covering his car. when he bought the policy he also paid for an upgraded courtesy car he thought meant he would get a like-for-like car.

In March 2024 he was involved in an incident which damaged his car. He reported the incident. Tesco offered him a hire car, but Mr T wasn’t happy with it. He needs a higher driving position than the car he was offered.

He complained to Tesco and was promised a call back, which didn’t happen.

Tesco offered him three different cars, all of which had seating positions too low for him to comfortably use. He didn’t have use of a car for a weekend. He was supplied with a car he could use and Tesco’s supplier paid him £50 compensation because its boot capacity was less than his own car.

Tesco said it didn’t think it’d done anything wrong. It said it acted in accordance with its terms and conditions.

Mr T remained unhappy so he brought his complaint to this service. Our investigator looked into his complaint and thought it wouldn’t be upheld. He said Tesco had provided Mr T with a car he could use within about four days of the incident.

Mr T didn’t agree with the view. Because he didn’t agree, his complaint has been passed to me to make a final decision.

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 important I say this complaint can only consider the matters he’s complained to Tesco about, and that it’s provided him with its final response.

Having read the file, I’m not upholding Mr T’s complaint and I’ll explain why.

Mr T says that he feels very let down by Tesco’s service, which he says has caused him a great deal of stress and anguish. His own car was unroadworthy and he believed he was entitled to a like-for-like courtesy car having paid for upgraded cover.

I’ve looked at the upgraded courtesy car cover Mr T paid for. In the wording it says it will provide:

“A vehicle that is similar to the car only in respect of the fuel type, seating and luggage capacity as provided by our approved vehicle supplier”

The policy wording also says:

“What is not covered

The costs of a replacement vehicle on a ‘like for like’ basis”

I can see from the file that the cars offered to him were of the description in the policy wording – they had similar passenger space and luggage capacity.

From the file I can see that Tesco tried to fix the issue for Mr T a few times, but each time he disagreed with the car he was being supplied with. I do appreciate Mr T’s need for a specific type of car to be supplied, but that’s not the cover he purchased.

It seems to me at the centre of this complaint is Mr T’s misunderstanding that the upgraded courtesy car cover he paid extra to Tesco for would provide him with a ‘like for like’ car. But having read the product information document and policy wording, that’s not what the coverage provides him with.

I think it’s fair I say that had Mr T wanted a specific type of car to be provided under the wording, then he could have checked his policy and asked Tesco at any time what sort of car would be provided.

Any insurance claim brings with it some disruption to normal life, and I can see Tesco’s actions meant Mr T was able to have a car suitable for his needs about four days after the incident happened. I can see from the file that Tesco negotiated with its supplier, and ultimately arranged for him to have an upgraded hire car suitable for his needs.

I think that’s fair and reasonable in the circumstances.

Mr T has also complained about Tesco’s service. He wasn’t called back by a manager to discuss the problem. I agree this wasn’t good service of Tesco, but I’m not persuaded that the non-returned phonecall would have changed what Tesco was able to do. I note that he was called by a manager the following day who was able to then negotiate with Tesco’s supplier. Tesco apologised for Mr T’s experience and said it would provide feedback.

So I can’t say Tesco has acted unreasonably in how it tried to supply him with cars, and it ultimately found him one that was acceptable to him within a few days of his being damaged. While its service with regards to the call back was slightly lacking, I think its apology is sufficient.

My final decision

For the reasons set out above, my final decision is that I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr T to accept or reject my decision before 23 October 2024.

Richard Sowden
Ombudsman