

## **The complaint**

Mrs S complains about the time taken by Tesco Underwriting Limited (Tesco) to inspect her damaged car and provide a courtesy car 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 4 December 2023 Mrs S was involved in an incident in which a deer ran out in front of her car causing damage to the front section of the car. She managed to get the car home and logged a claim on-line with Tesco just after midnight.

The following morning, 5 December 2023, she rang Tesco to ask when she would be given a courtesy car. She was told as per the terms of her policy she was not entitled to a courtesy car until the repairs were being undertaken. However it could not say when its approved repairer would undertake the repairs.

Mrs S called Tesco for an update 6 December 2023 and it was still unable to give her a specific date when her car would be repaired by its authorised repairer. She was told she could find her own repairer, but that it could not provide a courtesy car.

On 7 December 2023 Mrs S told Tesco she had found a garage to complete the repairs. As she was still without a courtesy car, she hired a car and picked it up on 9 December 2023. She returned the hire car on 15 December 2023 after both Tesco and her chosen garage were able to offer a courtesy car.

The repair estimate was authorised by Tesco and repairs were completed by her own repairer and her claim was closed in January 2024.

Mrs S complained to Tesco about the service received and said it should cover her costs for the hire car. Tesco said because she had chosen her own repairer it had no obligation to provide a replacement vehicle at this point in her claim. It said the hire car it offered on 15 December 2023 was a good will gesture. It said she was liable for the expenses incurred for the cost of the car hire arranged by herself.

Because Mrs S was not happy with Tesco she brought the complaint to our service.

Our investigator did not uphold the complaint. They looked into the case and were satisfied Tesco had acted fairly in this instance and didn't agree it should cover the car hire costs Mrs S had incurred.

As Mrs S 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.

I saw Mrs S claim to Tesco's online claims line just after midnight on 5 December 2023 was acknowledged by a text message a few hours later which confirmed the name of Tesco's authorised repairer who had been allocated to complete the repairs. A separate text requested Mrs S to submit photos to its claim portal and advised due to the repair market facing unprecedented challenges due to shortages of both parts and courtesy vehicle availability there may be delays to book her car in, and the repairs may take longer than expected.

I listened to the calls made by Mrs S to Tesco between 5 December 2023 and 7 December 2023. During the first call she was informed that her policy did not include provision of a courtesy car until repairs were taking place. I heard Tesco explain clearly that Mrs S did have the option to use a garage of her own choice and it was explained a courtesy car would then need to be provided by the garage undertaking the repairs.

Mrs S informed Tesco on the morning of 7 December 2023 that she had found a garage which could complete the repairs immediately. When Tesco explained it would take up to ten days for it to approve the repairs. Mrs S was very frustrated because this still meant she was without a courtesy car straight away. She explained she needed a car to take a family member with additional needs to school on a daily basis. She called Tesco back later the same day and confirmed she wished use the garage she had found to conduct the repairs.

Mrs S hired a courtesy car at her own cost for the following week.

I looked at Mrs S's motor insurance policy documents. I saw in the motor insurance schedule it says upgraded courtesy car cover was not included. In the insurance product information document it says:

*"What is insured?"*

*Cover for your vehicle*

*Small courtesy car free of charge if the car is being repaired by an approved repairer".*

It also says:

*"What is not insured?"*

*A courtesy car if the car is not being repaired at an approved repairer, vehicle is written off or declared a total loss;"*

The policy documents confirm the information Tesco explained to Mrs S during the phone calls was correct and she was only entitled to a courtesy car whilst repairs were taking place.

I am sorry Mrs S was involved in an accident, and I recognise she relied upon use of a car daily to take a family member with additional needs to school, so any uncertainty of being without a car for an unknown length of time would be stressful, but her policy did not cover for this.

The timescale between Mrs S raising her claim to her decision to pursue the claim with her own repairer was two days. Tesco have to be given some time to consider and validate any claim and I saw no material delays on the part of Tesco as this point. However, I do think Tesco could've provided a clearer timeline around the expected booking in of her car to manage her expectations.

It should be noted that although the terms of Mrs S's policy did not require Tesco to provide a courtesy car whilst her own repairer conducted repairs, I saw on 15 December 2023, ten days after she logged her claim, as a goodwill gesture Tesco did offer to provide one. I think this is a reasonable amount of time and I cannot fairly insist Tesco pay for the courtesy car she hired before this time.

Therefore, I do not uphold Mrs S's complaint and don't require Tesco to do anything further in this case.

### **My final decision**

For the reasons I have given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 5 November 2024.

Sally-Ann Harding  
**Ombudsman**