

The complaint

Mrs F complained about the service she received from Covea Insurance plc under her motor policy for the repair of her pickup vehicle following an accident, especially concerning the extra costs she incurred due to the lack of an appropriate hire van.

References to Covea includes all its agents.

What happened

Mrs F was involved in an accident on 2 July 2023. She made a claim to Covea for the repair of her pickup. The repairs were due to be undertaken by Covea's approved repairer the following week. However due to staff illness the approved repairer couldn't schedule in her repair until 22 August 2023. Mrs F's pickup was deemed driveable at this time, although it had an oil leak.

Mrs F said she had spoken to the approved repairer who told her that all the parts needed for her car were available. At that stage, the approved repairer thought her pickup merely needed a new bumper. So once Mrs F dropped off her pickup to be repaired on 22 August, the approved repairer provided her with a small hatchback car, which Mrs F said wasn't ideal, but she would manage with it, for the supposed four days. Mrs F used her pickup for hay and food collection for her horses plus towing her horse box.

It then transpired her pickup needed a new headlight, wing and it was suffering this oil leak. So further parts were needed, and the repair would take longer than the anticipated four days. So, Mrs F said she contacted Covea on Friday 25 August to request a van which she was entitled to under her policy rather than the small hatchback car. Unfortunately, there was none available that day. Covea's car hire company contacted Mrs F on the following Monday, but it wanted her to electronically sign an agreement for the provision of the hire van instead. Unfortunately, as Mrs F didn't have the computer hardware she needed in order to do this, she could neither open the document nor provide her electronic signature. So, she spent a few days in contact with Covea trying to sort it out. She said by this stage her own pickup had been repaired, so Mrs F never got the rental van at all. Mrs F was also unhappy about being asked to pay her excess when her pickup was repaired. And for some reason it was never taken by the repairer in the end.

Mrs F complained and Covea apologised and paid her £50 compensation. Mrs F didn't think this was enough as she had to pay for horse feed deliveries, plus she incurred extra phone costs. And she also valeted the hire car before she returned as it was brand new when she received it and she felt it was the right thing to clean it given all the horse feed and hay issues she uses a vehicle for. Plus, she was very upset to see her renewal premium with another provider was now extremely high.

On this basis Mrs F brought her complaint to us. The investigator was ultimately of the view that Covea should pay an additional £100 compensation. And she told Mrs F to ask her new insurer to look at the premium again. Mrs F's new insurer did provide a premium refund of almost 50%. But Mrs F didn't think the additional £100 compensated her fairly. She had

valeting charges, horse feed delivery charges and extra phone costs. So, on this basis Mrs F's complaint has been passed to me to decide.

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.

Having done so, I'm upholding this complaint along the same lines as the investigator. I'll now explain why.

I'm glad to know Mrs F's new insurers sorted out her increased premium issues. As that wasn't charged by Covea, it was always for her then present insurer to clarify this before we could ask anything of Covea concerning it.

Regardless of who is at fault for an accident the payment of the excess in the event of any claim is for the policyholder to pay. It's classified as an uninsured loss, so it's not insured under any motor policy. Invariably, when like in Mrs F's case the other driver was held responsible for causing the accident, that other driver's insurers will then reimburse the payment, but Covea and its approved repairer did nothing wrong in asking for Mrs F to pay it at all. As it turned out Mrs F didn't pay it and Covea sorted out the matter for her.

Turning to the provision of a courtesy vehicle under Mrs F's policy, the policy says the following on page 10:

'Courtesy van

You'll be given a small van (such as a Vauxhall Combo) with a manual gearbox while your vehicle is being repaired by our approved repairer. The courtesy van will be covered under the same terms and conditions as set out in this policy. You must only use the courtesy van in the United Kingdom and under the approved repairer's terms of use.'

So, the most Mrs F would have been entitled to is a small van, which in my view was as likely to not meet her needs as regards horse feed or towing horse boxes, as the small hatchback she received. I appreciate initially that Mrs F was happy to accept the small hatchback the approved repairer offered her given she was told her pickup would be repaired within four days. And that possibly if some van had been available to her, once it was known that her repair would take longer, given the extra damage then noted, it might have been a little better, but I still think Mrs F would have been inconvenienced by the small van she was only entitled to.

Nevertheless, I consider the rental company provided by Covea did cause her inconvenience requiring her to provide an electronic signature when she didn't have the appropriate computer hardware to do this. This caused delay, and in the end, her own pickup was repaired by the time it got sorted out. So, Mrs F didn't avail of the small van hire she was entitled to. This did inconvenience her, and I consider that's something Covea should compensate her for.

So, what I have to consider is how much of this inconvenience and extra costs did Covea or its agents cause Mrs F. I consider it merely caused her inconvenience. I'll explain why. All accidents and having to deal with insurers irrespective of who caused the accident causes a considerable amount of trouble, upset and inconvenience. However not all of that is caused by the insurer. There will be further telephone calls to be made, there will be

changes to one's routine more so in Mrs F's case given her pickup was used for horse feed and towing horse boxes as well. So, I think the extra £100 compensation suggested by the investigator, is fair and reasonable here for this kind of added inconvenience. It's also in line with our published view on compensation which is more fully detailed on our website.

Like the investigator, I don't consider Covea needs to refund the £33 Mrs F said it cost her in extra telephone calls. First, because there is no proof of this sum. And secondly, as I said there is always more calls that will have to be made simply because the accident occurred. Some of those types of extra costs would be uninsured losses which is not the responsibility of Covea to pay in any event.

Mrs F made a decision to valet the car she was given by the approved repairer given she had carried hay and horse feed in it and because it was brand new. However, she didn't talk to Covea about incurring this cost or getting it approved before she did it. On that basis, I don't consider it's now reasonable for Covea to refund it, notwithstanding the fact there is no receipt available. I consider it would have been better if Mrs F had discussed the matter with Covea, before incurring this cost with the view to having Covea refund it. I don't consider that's fair on Covea.

Mrs F also claimed she incurred horse feed to include hay delivery costs which she also thought Covea should refund. However, Mrs F told the investigator that she got some feed delivered in July before her pickup went in to be repaired at the end of August. This was because she didn't want the horse feed contaminated by the oil leak on her car caused by the accident. However, Mrs F then claimed the feed delivery costs in August and said if those weren't refunded, she would then include the feed delivery costs in July also.

Covea said the hire van Mrs F would have been entitled to in August when her pickup had gone in for repair wouldn't have been able to cope with the size of her hay delivery in August or indeed July just anyway.

So, like the investigator I don't think Covea is required to refund Mrs F the costs of any hay and horse feed delivery given no hire vehicle she would have been entitled to would have covered the size of the delivery. I appreciate Mrs F would collect what she needed as and when even though it was more costly this way. But as the investigator detailed from Covea's file, Mrs F didn't actually ask for a bigger vehicle than the small courtesy car she was given until 29 August (not 25 August as Mrs F initially said), and yet the August delivery of horse feed is dated prior to that time.

So, as Mrs F was never entitled to a larger pickup vehicle, she required for this horse feed collection and the fact, she had already ordered the feed before asking Covea about a bigger vehicle, I don't consider this is a reasonable cost for Covea to refund.

So, to conclude it is right Covea should pay Mrs F further compensation for the confusion over the requirement of the electronic signature. But I don't consider it's responsible for valet costs it didn't authorise, or feed delivery bills incurred at an earlier time than when Mrs F asked it for a larger vehicle. And notwithstanding all that any larger vehicle Mrs F would have been entitled to wouldn't have accommodated the size of the feed delivered either.

My final decision

I now require Covea Insurance plc to pay Mrs F a further sum of £100 compensation making the total she receives to be £150

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs F to accept or

reject my decision before 6 January 2025.

Rona Doyle
Ombudsman