

The complaint

Mrs F complains Covea Insurance plc (Covea) didn't act fairly or reasonably when she made a claim on her motor insurance policy.

Covea are the underwriters of this policy i.e. the insurer. Part of this complaint concerns the actions of the intermediary. As Covea have accepted it is accountable for the actions of the intermediary, in my decision, any reference to Covea includes the actions of the intermediary.

What happened

Mrs F made a claim on her motor insurance policy after a collision with a third-party vehicle.

Covea began to process the claim which included considering evidence about the incident to determine liability and conducting validation checks on Mrs F's policy.

Mrs F wasn't happy with the way her claim was handled and the service received. She said Covea didn't listen to her account of the incident and her claim hadn't been properly investigated. She said she would not accept the claim being recorded as fault.

Because Mrs F was not happy with Covea, she brought the complaint to our service.

Our investigator didn't uphold the complaint. They looked into the case and said they hadn't been able to determine that Covea had acted inappropriately or unfairly when handling Mrs F's claim. They were satisfied it took the relevant actions to determine if they could deal with her claim in accordance with her policy terms.

As Mrs F 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.

Validation checks

Covea, and any insurer, is entitled to request any information it deems reasonable whilst attempting to validate a claim.

After the claim had been made I saw Covea called Mrs F to request identity and driving licence details to enable it to undertake validation checks with the DVLA. She didn't want to give this information over the phone and was very unhappy that Covea needed to check her details after holding a policy for a number of years. Mrs F ended the call by telling Covea to remove her claim at this time.

In this case because Covea had concerns about the vehicle usage, the identity of the policyholder and in addition there were previous claim(s) Mrs F had failed to notify it of, it instructed an independent investigation company to validate her policy details. I saw this was undertaken by way of a phone interview, but the interview wasn't completed in full.

I recognise the actions taken by Covea to validate the cover on her policy left Mrs F feeling persecuted for an accident she felt she wasn't at fault for, and I am very sorry she was left feeling this way. However validation checks are a normal part of the claims process.

At the point Mrs F brought her complaint to our service Covea were still in the process of clarifying its concerns with Mrs F and it was waiting for supporting evidence from her. This means I am unable to consider the impact of any outcome of these checks as part of this complaint.

Liability

When a claim is made on an insurance policy the insurer is entitled to look into the circumstances of the incident for which the claim has been made. It must do so as per the terms and conditions of the insurance policy.

I looked at what it says in the terms and conditions of Mrs F's policy in relation to making a claim. It says;

"Accidents and claims

The insurer is entitled under this policy to;

- *Take over and conduct the defence and settlement of any claim in your name or in the name of any other person insured by your policy.*
 - *Instigate proceedings at their own expense and for their own benefit but in your name or in the name of any other person insured by your policy to recover any payment that they have made under your policy.*
 - *Recover from you the amount of any claim that they are required to settle by law which the insurer would not otherwise have paid under this policy.*
 - *Pay the legal owner of the car in the event of a loss.*
 - *Require proof of ownership and value of the insured property in the event of a loss.*
- You or any person who makes a claim under your policy must give the insurer all reasonable assistance and information in relation to any claim made under your policy."*

It's important I make it clear that it's not my role to decide who's at fault for an accident, as ultimately that's a matter for the courts. And, like all motor policies, the terms and conditions above confirm Mrs F's policy allows Covea to settle her claim as it sees fit. That means it doesn't require Mrs F's consent to decide how to settle a claim and it may make a decision Mrs F doesn't agree with. However it should ensure that it's done so reasonably.

In this case Covea made a decision to record the claim as a fault claim based on its understanding that Mrs F was reversing out of a parking space and collided with a third-party vehicle. It said in the absence of independent evidence that showed the third-party was driving otherwise than in accordance with the rules, it would simply accept liability in this situation, as it is entitled to do under the policy terms. Mrs F was adamant she had completed her reverse manoeuvre and her car was stationary. She said the third-party collided with her car.

Covea acknowledged it hadn't correctly discussed the incident when it recorded the claim as fault.

After reviewing her complaint and the information she had provided about the circumstances of the incident Covea said it was going to reconsider liability. It said the third-party wasn't

making a claim for their damages and it was now waiting on its engineers to review the reports and would review the liability stance. It paid her £50 compensation. Mrs F thanked Covea's adviser and accepted its offer of compensation.

I listened to some calls between Mrs F and Covea and I recognise she was very frustrated about both Covea initially recording the incident as fault liability and also the overall claim validation process.

Because Covea accepted its mistake in initially not looking into the circumstances of the incident and took action to review the circumstances of the claim, I think its apology and £50 compensation was a fair and reasonable resolution in the circumstances of this complaint.

Therefore, although I understand she will be disappointed I don't uphold Mrs F's complaint and don't require Covea to do anything further regarding this complaint.

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 F to accept or reject my decision before 9 July 2025.

Sally-Ann Harding
Ombudsman