

The complaint

Miss H says Covea Insurance plc and its agent provided her with poor service and discriminated against her on the basis of her disabilities and / or failed to make reasonable adjustments after she requested a replacement rear windscreen for her car.

What happened

On 6 September 2024 a technician from 'firm A' (acting as Covea's agent) caused damage to Miss H's car and allowed rainwater to enter it whilst trying to fit the new windscreen. The next day a senior technician completed the work and firm A advised Miss H to take the car to a dealership garage ('garage W') for a diagnostic check. Garage W had no availability until 11 October 2024. On inspection, it said the car's tailgate struts needed to be replaced, at a cost of over £1,000, which firm A authorised. Garage W also advised that a full physical assessment of the car should be done, as electric wires had been exposed to water.

Miss H was given a superior hire car (similar to her own vehicle) due to her disabilities, but it was written off in an accident two weeks later, and its replacement proved to be unsuitable. Further issues followed and three more replacement cars were given to Miss H. She says a suitable car wasn't provided until 28 November 2024 and that the entire hire car situation caused her a great deal of upset, inconvenience and physical discomfort.

At the start of November 2024 garage W told Miss H no work had yet been authorised on the car. When she queried that with firm A, it told her it wanted to inspect the car at its premises. Miss H didn't agree to that. Firm A then took the car to 'garage B' for a 'health check' on 11 December 2024. Garage B said all the car's systems were working well - but it noted dents to the spoiler and the roof. As Miss H wasn't happy with the car on collection, firm A later authorised a full service and a new battery, as well as authorising a full assessment of the car's electrics by garage W.

On 15 January 2025 a body shop garage ('firm M') inspected the car at firm A's request and quoted £7,000 for repairs. Firm A asked an independent firm of assessors to review the damage and the invoice. After getting the independent report, on 28 January 2025 firm A said damage unrelated to the incident in September 2024 was included in the invoice, and that it would only pay £3,500 towards the body work repairs. Miss H didn't accept the offer.

Firm A had initially offered Miss H £1,250 for distress and inconvenience, plus £255 to cover the cost of two missed appointments and the car's deep cleaning. On 28 February 2025 it also offered her £442 towards road tax, car insurance and car finance (£1,948 in total) for a period she wasn't in hire. And when Miss H later found further faults with the car, it said it would pay for another independent engineer's inspection. Miss H thought far more compensation should be paid and later she said she wanted her car to be replaced.

In March 2025 one of our Investigators reviewed Miss H's complaint. She thought the redress proposed by firm A was reasonable. Miss H said the Investigator should have viewed photos / videos of the incident on 6 September 2024 before making her decision.

But the Investigator said what had happened wasn't disputed. As there was no agreement, the complaint was passed to me for review. I issued a provisional decision as follows:

Hire / reasonable adjustments

We asked Miss H recently to clarify why she thought she was treated less favourably than she otherwise would have been due to her disabilities. Miss H said she was left without her own car, which was specifically adapted to meet her needs and was familiar. She said her autism meant that being in a different car caused her overwhelming emotional distress, which firm A had failed to understand, and that it hadn't made reasonable adjustments to address the issue. She also said she was caused physical pain and discomfort whilst not driving her own car and felt she was ignored when she tried to communicate her needs. She said the length of the claims process caused her anxiety to worsen.

We asked firm A what it had done in recognition of Miss H's disabilities. It said it had paid for an upgrade to a luxury hire vehicle that was more like her own car than a standard model. It said it had tried to ensure she got her preferred model of car, but that depended on the hire firm's availability and was outside its control. Firm A also said it had allowed Miss H to continue in hire even when her own car was driveable, to limit her inconvenience and anxiety. It said hire was still being provided whilst her complaint was under review.

I think the fact that Miss H didn't have her own car was a major problem for her and caused her great anxiety and emotional distress, given her autism, as well as some physical discomfort. In my opinion, that was unavoidable given that her car had to be off the road to be assessed and repaired. Miss H thinks firm A failed in its duty to make reasonable adjustments for her (as required under the Equality Act 2010). I've taken the Act into account, but ultimately, my decision is based on what's fair and reasonable. If Miss H wants a decision about whether firm A breached the Act, she'll have to go to Court. I think firm A made reasonable adjustments by upgrading the hire to a superior vehicle and by paying for an extensive period of hire, despite Miss H's car being driveable for much of the time.

Unfortunately, Miss H was very unlucky with the hire cars provided to her. She had no objection to the first one, but after it sustained accident damage the replacement car's heater broke down. The engine of the third hire car wouldn't turn off at one point, and it was replaced with one that wasn't of Miss H's preferred make. That one was replaced quickly, but the new car was showing a warning light and had to be replaced. Miss H seems to have been in the same hire car from late November 2024 onwards. Although the period of hire up to that point must have been extremely distressing and frustrating for her, I can't see any evidence of her being treated less favourably due to her disabilities.

Miss H says at one point the hire firm deliberately withheld a car of her preferred make and model - despite her pleas for it to be allocated to her. I can't imagine how upsetting that must have been, but I haven't seen any supporting evidence of the incident that should have been followed up by firm A. She says that at another point, she called the hire firm's disability line and was given the car she wanted quickly. Firm A says it had requested a car of the same make and model as hers at the start, but it couldn't control the allocation by the hire firm, as that was dependent on availability. I think firm A tried to ensure Miss H had a better car than a non-disabled consumer would have had in similar circumstances. And it's unusual for a business to continue to pay for hire if a consumer's car is driveable. So I think in allowing the hire to continue, firm A made a further reasonable adjustment for Miss H.

Length of claim / repairs

Firm A has acknowledged that the time taken to deal with the complaint was excessive. It told us the £1,250 compensation it offered Miss H was meant to reflect that and the impact

of it on her daily life, as well as the general distress and inconvenience that it accepted she had faced throughout the claims process.

Miss H told us that what she had wanted in the first place was for all the car's electrics to be fully assessed - and firm A agreed to that in December 2024. There was a delay in it authorising the initial diagnostic tests by garage W - and garage W said a full inspection was needed at that point (early in November 2024). So that was also delayed. When the full inspection was done, the invoice shows that it cost around £2,000, and that a small amount of corrosion was found and dealt with for £98. It may be that firm A had some doubt about whether a full inspection by the dealership garage was necessary - but it agreed to pay for the work to be completed, albeit not immediately.

The bodywork on the car still hasn't been repaired, but that's due to a dispute about the cost of it - and meanwhile, the car is driveable. I think it was reasonable for firm A to rely on the opinion of an Independent Assessor in offering Miss H £3,500 for the repairs. She told firm A a friend of hers could do the work for around £5,500. Firm A agreed to consider an estimate from him, but it seems it wasn't possible to provide one. I think it was reasonable for firm A not to agree to any work being started without an estimate. And its offer of £3,500 remains.

Meanwhile, firm A paid for a major service on the car and a new battery for it in January 2025. Although Miss H remains in hire, she has found more faults with the car and doesn't want to retain it. As these issues weren't part of Miss H's original complaint, I can't address them here, but it's open to her to raise a new complaint with us if she isn't happy with firm A's response to her concerns.

In summary

There were delays in the claims process and I think firm A could have contacted Miss H more than it did to discuss the experience she was having and to reassure her. It spent a good deal of money trying to put matters right by having the car assessed for electrical and other internal damage, repaired by a dealership garage and having a full service and a new battery subsequently. I think it made a reasonable offer for the repairs to the bodywork, based on an expert, independent opinion - and it's continuing to pay for hire for Miss H.

Firm A also offered to pay Miss H £255 for her missed appointments / the car's deep cleaning (subject to receipts) which I think shows it recognised that it had caused her avoidable expense. And it has also offered her £442 towards her car tax, insurance and payment on the car from September 2024 until hire was provided in October 2024. In addition, in my opinion, the £1,250 offer it made for Miss H's overall distress and convenience was reasonable. We think a sum of that amount is fair if the impact of a business's mistakes has caused substantial distress, worry and upset over a substantial period of time. In total, firm A has offered Miss H almost £2,000 compensation.

Miss H has set out a long list of concerns that she thinks haven't been accounted for in the compensation. I'll only refer to the major items here, which include her hospitalisation in December 2024 with stress, exhaustion, and a low immune system, plus the loss of her job. I can see why these events were so distressing for Miss H, but she hasn't provided any evidence that they were due to firm A's actions. Miss H also mentioned not being paid £500 for two days loss of earnings when firm A's technicians visited her at home. But there's nothing on the file to show that she lost earnings. And the first appointment was at her request, so if she took the day off it wasn't due to firm A's poor conduct.

In my opinion, firm A could have offered Miss H better service, and it should have made more effort to reassure her during the protracted claims process. She felt she wasn't heard when trying to put across her situation to firm A, which was a major part of the distress she

faced. I think it should have referenced her disabilities and the impact on her of the process in its correspondence, and especially in its final response letter. But I think it made reasonable adjustments on account of her disabilities and tried to put right its shortcomings.

I asked the parties to comment on my provisional findings. Covea accepted them. It confirmed that an Independent Assessor would be appointed by firm A to review Miss H's remaining concerns about her car on receipt of her acceptance of my decision. It also said firm A offers warranties for any issues associated with its workmanship.

Miss H rejected my provisional findings and queried whether I'd seen the videos / images of the damage to her car or read the reports. She said the car wasn't driveable and that the Independent Assessor had told Covea it should buy the car from her as it was still faulty. Miss H also made the following points:

- Firm M was chosen by Covea, so it should accept its quote for the bodywork
- Her friend provided an estimate to repair the bodywork for around £5,000, but he required payment in cash for the work
- There was no good reason for firm A to take the car from garage W to garage B
- She wasn't given a 'luxury' car. Her hire was of a superior level to the standard hire offered initially - but Covea had a duty to provide that level of car due to her disabilities *and* because she was paying £340 per month on car finance
- She had unsuitable hire cars after November 2024
- She has paid road tax, car insurance and finance payments over the whole period during which she hasn't used her own car, all of which Covea should cover
- She can prove that the loss of her job / the decline in her health were caused by firm A's actions

We asked Miss H to provide the relevant evidence, and we asked firm A to clarify why the car was taken to garage B. Firm A provided evidence to show that the car went to garage B for a full health check at Miss H's request, shortly after she discovered that it had been taken from garage W to firm A's premises in December 2024. Miss H told firm A that she believed firm A may have tampered with the car, hence her request.

Miss H provided evidence that she has been signed off sick from work since January 2025 with stress (following her hospitalisation in December 2024). She said she had to drive as part of her role at work and that she believed having to drive various hire cars that didn't accommodate her disabilities played a significant role in the loss of her job. She also provided numerous other comments and evidence of other issues, some of which had been addressed already and some of which apply to matters that weren't part of her original complaint.

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.

First of all, I can confirm that I have seen all the videos and images in the file and did so before issuing my provisional decision. And I've read all the comments made by both parties, before and after that decision, although I'll only refer to what I think are the major issues.

As I said in my provisional findings, I don't think Miss H has shown that firm A's actions caused her to be admitted to hospital in December 2024. The evidence she has provided shows the admission was due to an impaired immune system. Miss H says she decided to focus on her recovery after that. As she's shown that she's been signed off work with stress from January 2025, it seems that Miss H is still employed. I've seen nothing to indicate otherwise, and two of her GP's sick notes refer to stress at work. She strongly believes that firm A's actions led to a decline in her mental and physical health. In my opinion she's provided insufficient evidence to show that firm A's actions were such that they caused her to be hospitalised or brought about / worsened her health conditions. But Miss H can ask a Court to consider this issue and to say whether the Equality Act 2010 was breached.

I think Miss H faced a lot of stress during the claims process, but as I've said previously, in my opinion firm A tried to limit her anxiety and discomfort and to make up for its delays. Miss H's latest comments show that she was deeply upset by the accident in the hire car, which she says raised her anxiety markedly. But it seems the accident was the other driver's fault, so I think the blame for that lies there. Miss H was in a suitable hire car (similar to her own) before and at the time of the accident – and again from 29 November 2024 to April 2025. Any concerns about subsequent hire would have to be dealt with in a separate complaint.

Miss H doesn't agree that her hire cars were luxury vehicles, although she accepts that they were superior cars. In terms of her having to continue to pay £340 per month on car finance, hire car provision isn't based on the sum a consumer is paying for their damaged car. But I think it was reasonable for Miss H to expect a superior car on account of her disabilities. And although there were problems with some of the cars, in general that's what she got for an extended period that continued long after an Independent Assessor had said her car was driveable in January 2025.

Turning to the car's bodywork repairs, even if firm A asked firm M to quote for the work, it didn't have to accept the estimate. An Independent Assessor said unrelated work was included in it, and I think it was reasonable for firm A to accept his view. In my opinion, it was also reasonable for firm A not to consent to a 'cash in hand' payment to Miss H's friend. Insurers and their agents don't normally work in such an informal way.

I don't agree that in his post-repair report, the Independent Assessor advised firm A to buy the car from Miss H, as it was still faulty. He said there were some issues (for example, new windscreen wipers) to be dealt with, but he said the reported engine issues weren't related to the claim. He also said he'd found no sign of the recurring electrical faults Miss H had reported. He noted that she'd said she'd lost confidence in the car's safety and reliability, and he said he thought she may attribute any further faults (*regardless of their cause*) to the original incident. On that basis, he suggested that firm A may want to consider buying it. But it was for firm A to decide what to do, and it has agreed for any further faults to be investigated independently instead. In my opinion, that was a reasonable decision to make.

In my opinion, firm A isn't responsible for refunding Miss H's car tax, insurance and finance payments. Consumers have to keep their cars taxed and insured, even if they are being repaired (or if a consumer has no confidence in driving the car, despite engineers having said it's roadworthy). Miss H's finance agreement is between her and the finance provider. I think firm A acted reasonably by agreeing to pay a contribution towards the car's tax, insurance and finance for the period when Miss H wasn't in hire. I don't think it can reasonably be required to pay more towards these costs.

As the comments made by the parties haven't changed the opinion I reached provisionally, I remain of the view that the complaint against Covea due to its agent's actions should be upheld and that the redress should be in line with that set out in my provisional decision.

My final decision

My final decision is that I uphold this complaint. I require Covea Insurance plc to do the following:

- Pay Miss H £1,250 compensation for distress and inconvenience
- Pay Miss H £332.22 towards car finance, £50.40 and £60.48 towards car tax and insurance
- Subject to receipts, pay Miss H £110 for the car's deep cleaning, plus £55 and £90 for her missed appointments
- Honour the offers to pay Miss H £3,500 towards bodywork repairs and to appoint an Independent Assessor to review any ongoing problems with the car

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss H to accept or reject my decision before 9 July 2025.

Susan Ewins

Ombudsman