

## **The complaint**

R complains about the way Covea Insurance plc handled a claim he made on its commercial vehicle insurance policy.

## **What happened**

R made a claim on its policy when it discovered damage to a windscreen on its vehicle. Covea accepted the claim and repaired the windscreen, but R had issues with the vehicle thereafter. Ultimately Covea accepted its windscreen repair had caused damage to the vehicle, such that the cost of repair now outweighed the value of the vehicle itself. As a result, Covea said it would pay R the market value of the vehicle but wanted to deduct an amount for the salvage should R decide to keep it. R complained about Covea's proposed settlement, Covea responded to that complaint, but R remained unsatisfied and referred it to the Financial Ombudsman Service. That complaint has already been considered by another Ombudsman at this Service.

However, after Covea's initial complaint response, R said it had incurred storage costs and garage investigation costs, that it said Covea should reimburse. Covea reviewed that complaint separately and responded to it with an FRL dated 9 April 2025. It said it had given R two options that it could choose from when settling the complaint; it could send the vehicle to its salvage agent, or have it returned to R. It said because R had asked for it to be returned, it had been delivered to the residential address registered on the policy. As such, Covea didn't agree to pay any storage costs incurred.

R asked this Service to consider matters and our Investigator noted Covea's response didn't cover R's concerns about garage costs. But she said she'd consider them anyway, since she was satisfied Covea had had an opportunity to consider that complaint.

Having done so, she didn't recommend Covea cover the cost of the garage's investigation report. Our Investigator said she wouldn't expect Covea to cover the cost of the report, because Covea had settled for the market value of the car. She also didn't think the storage costs incurred should be covered by Covea. She said it was R's decision to store the vehicle and incur those costs, and Covea had made clear to R when giving it the options set out above, before returning it, that the car was not in a driveable state.

R didn't accept that outcome, it said the Consumer Rights Act 2015 applied. He said when the garage returned the vehicle to him, it said it was working, but it wasn't. So, he had no choice but to take it to a garage for it to be assessed. And then it had to be stored while R pursued its complaint. So it thought Covea needed to settle those costs.

As the matter hasn't been resolved, it has come 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.

Like our Investigator, I'm only going to review the complaint that Covea has failed to reimburse garage and storage costs incurred since the vehicle was returned to it. I will not comment on the settlement offer made – this is the subject of another decision, on another complaint, sent by another Ombudsman.

It seems to me from R's complaint to this Service, that it's expecting Covea to – as well as pay settlement for the vehicle being written off – pay for its storage costs, and for its costs to assess or fix the vehicle, since it was returned to it.

I might consider a fair and reasonable outcome to this complaint be that Covea does cover some of the storage or garage costs, if I think Covea gave R misleading information, or made a mistake, which caused those costs to be incurred. So I've listened to calls from April 2024, shortly before the vehicle was returned to R.

R was told by Covea that the car wouldn't be repaired, and that it had been written off. R was given some options of next steps in terms of settlement; however, R was insistent that the car be returned to it. On 12 April 2024 an email was sent by Covea which confirmed the car could be returned to R, but that it wasn't driveable. Covea also confirmed settlement of the market value would be made.

There isn't anything in those phone calls with Covea which persuades me that it agreed to cover R's costs of a garage (of R's choosing) to assess the car or that it would pay for any repairs R arranged itself, or for the vehicle to be stored anywhere. The car was delivered by Covea to a residential address belonging to R's director. As far as Covea was concerned, once settlement had been made for the market value of the vehicle, it had met its obligation.

I understand R then made the decision, having had the car returned, to have it assessed by a local garage and then stored away from the residential address. That was its choice. But it wasn't reasonable for R to assume that Covea would reimburse it for any of those costs incurred, even though it had made a complaint about the settlement offer it had received. As set out above, Covea's position was the car couldn't be repaired, and it never said it would pay for repairs to be done by R. The garage costs and storage costs are not the responsibility of Covea to settle.

As such, I am not going to ask Covea to reimburse R for the report carried out by the garage, or the storage fees incurred since the vehicle was returned to it.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask R to accept or reject my decision before 2 September 2025.

Michelle Henderson  
**Ombudsman**