

## **The complaint**

Mr S complains about the service Covea Insurance plc (“Covea”) gave him during a claim on his motor insurance policy.

## **What happened**

Mr S had a motor insurance policy with Covea covering his car.

On 6 April 2025, his car was parked up when it was hit by a third party, causing damage. The damage was ultimately assessed to be sufficient to write-off the car.

He reported the damage to Covea and made a claim. He told Covea he wanted his car repaired at a manufacturer approved repairer. Covea said he could do this, but he wouldn’t be entitled to a courtesy car provided by Covea.

Mr S complained. Covea said Mr S suggested he could use a third-party hire car company as part of a non-fault claim against the third party. But the hire car company couldn’t provide Mr S with one until the third party’s insurance company admitted liability for the collision, and it hadn’t responded.

Mr S then decided to use his own choice of claims management company (CMC). But he couldn’t agree with the CMC about the valuation of his car, so the CMC said Mr S would need to deal with Covea. The CMC was storing his car during this time.

He re-contacted Covea on 6 May. In the call, it told him that it would try to recover the storage charges while the car had been stored by the CMC, but it might be deducted from the claim settlement. Mr S emailed Covea shortly after the call and said he needed time to seek legal advice. On 8 May he said he was going to use his CMC to handle the claim. This email wasn’t read by Covea until 12 May, but earlier that day it had collected his car and removed it to its own storage.

Covea didn’t uphold his complaint. It said the courtesy car conditions were clear, and it thought it acted reasonably in collecting Mr S’s car.

Mr S remained unhappy and brought his complaint to this service. He complains about the service he had, that he didn’t receive a courtesy car, and that Covea improperly collected his car. He asks for compensation for his unnecessary stress, inconvenience, and loss of time. He asks for a finding that Covea’s policy wording and sales practices lack the transparency required under FCA guidelines and a recommendation that Covea improve their customer communications, internal escalation protocols, and responsiveness to policyholders in no-fault scenarios.

Our investigator looked into his complaint and thought it wouldn’t be upheld. He thought the terms of the policy were clear and Covea hadn’t acted unreasonably when it collected his car.

Mr S didn’t agree with the view. Because he didn’t agree, his complaint has been passed to

me to make a final decision.

### **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'm not upholding Mr S's complaint.

Mr S has covered several areas in his complaint, but I'm not going to respond to all of the points he's made. This is in line with this service's informal approach.

In his response to the view, Mr S has made further points about Covea's actions as his insurer. I need to say that this service isn't the regulator and we don't have powers to require insurers to change their processes. What we're able to do is look at the way Covea handled his claim and make a decision about whether its actions were fair and reasonable.

I can also see he's raised further points about certain actions he's alleged Covea took, such as taking his bank details during a claims call. Mr S refutes this, but as I can't see he's brought this complaint point, and others, to Covea I'm not going to consider this further here.

This complaint will deal with the courtesy car, the service he had during his claim, and Covea's actions in removing his car from storage.

Having reviewed the file, I can see that in later correspondence with this service, Mr S makes several points about written authorisation, and the documenting of correspondence between Covea and him.

I'd point out that the policy wording and other documents give (written) details on how Covea will deal with a claim like Mr S's and I'd encourage him to explore it, as it lays out many of the expectations of both parties in the claim. The reason I say this here is because Mr S ostensibly seems to have chosen his own path during his claim, contacting Covea, the hire company, the CMC, then Covea again when he couldn't reach agreement with the CMC he'd chosen, then the CMC when he was told Covea may struggle to recover some of the costs incurred.

Throughout this period, I think it's fair I say that storage costs were being incurred by some of those companies, and the file shows me that those continued to be disputed by Covea and the CMC for quite some time.

It's important I say that when looking at complaints like Mr S's, we consider whether he could have "mitigated" his loss. In other words, could he have taken reasonable steps to minimise his costs.

We generally say that, wherever it's possible, customers should make a reasonable effort to minimise their loss. But we don't assume that a customer is always able to do so - and we will take account of all the available evidence.

Covea too has a duty to reasonably mitigate its own costs.

In early communication with Covea, I can see Mr S wanted his vehicle dealt with by a main dealer for the brand of car. Covea said this would mean he was taking its 'non-approved repairer route', and this would mean he wasn't entitled to its courtesy car service.

I've looked at the wording which says (in different places):

*“Cover at a glance:*

*Our approved repairer... will provide a courtesy car for you to use while your car is being repaired (as long as they have one available.)”*

And:

*“Courtesy car*

*If one is available, we will provide a courtesy car while your car is being repaired by our approved repairer. We can't provide a courtesy car if your car is a total loss (a write-off) or is stolen and not recovered. “*

I think this wording is clear and understandable. The information is repeated in the policy wording as well. They say that the courtesy car is only subject to availability and while the car is being repaired by an approved repairer.

Mr S's response to this was to demand a courtesy car or hire car was delivered to him the following morning. While I can appreciate his frustration with the situation as his car had been significantly damaged by a third party and was undrivable, I don't think it's fair that he placed this demand on Covea accompanied with wording that said he would take his claim to a CMC if it didn't carry this out.

In the event, his car was deemed a write-off by the CMC he used. What this meant was he wouldn't be entitled to a courtesy car under the terms of his policy with Covea.

What Mr S may have been able to do is obtain a hire car. I can see Covea suggested he contact its hire provider, which is a company it can send non-fault claimants to. Mr S has complained that company didn't provide him with a hire car either, but that company doesn't fall into this service's jurisdiction, and the referral made by Covea wasn't part of the policy cover, so I can't consider that further here.

Mr S then carried out his promise and approached his own choice of CMC. From the file this was one suggested by the local main dealer of his car. As this company took over the claim, I can't fairly say Ageas was responsible for this part of the claim or the four weeks it took for Mr S and the CMC to deal with the repairs/write-off of his car. But I can see the CMC incurred storage costs which were significant in relation to the overall size of the claim.

Mr S then re-contacted Covea. In the phonecall between them on 6 May 2025, which I've listened to, Covea's claims handler clearly tells Mr S that it will recover his car from the storing garage. Covea also say it would deduct the storage costs from Mr S's claim (as it didn't authorise them) or would attempt to recover those costs from the CMC. It also says it can't suggest what will happen with the hire car costs Mr S has incurred, as that's a matter between him and the CMC.

The phonecall is followed by an email confirming Covea's actions.

Although I said above that I wouldn't comment further on Mr S's bank details, I can hear him giving Covea his full bank details during this call despite Mr S saying he didn't recall doing this. I see Mr S has also removed this point from his later list of complaints.

I think Covea's actions in saying it couldn't cover costs incurred while the claim was being dealt with by the CMC were reasonable.

So, during the conversation between Mr S and Covea on 6 May, it said its salvage agent had

been *“instructed to mitigate any further storage costs”*. Plainly put, I think it’s fair this means Covea would be removing the car from storage. Mr S said he replied to this and told Covea he needed time and was seeking legal advice.

Covea recovered the car, and Mr S told it he wanted to revert to the CMC. There was a period where his emails crossed with Covea’s actions, and it’s this crossover that Mr S says is Covea acting unfairly and against his instructions.

But I don’t agree. Covea’s messaging is clear and I think it’s fair as it has a duty to mitigate costs. I understand Mr S thinks he tried to prevent its actions, but I can’t agree he did so. I think it’s fair I say that, if Mr S explicitly didn’t want this to happen, then he needed to take urgent action to deny this, likely by telephone. I think it’s fair I say that Mr S, having disagreed with his CMC about the value of his car, then realised some of the costs incurred may not be covered by Covea, and reverted back to the CMC. While this is clearly his choice to make, I think Covea acted fairly and reasonably during his claim and explained the options and steps to him. In doing so it was fairly mitigating its costs.

And, if I may, I’ll add that by prolonging the claims process Mr S wasn’t mitigating costs, which would be the reasonable thing to do.

I don’t doubt Mr S suffered distress and inconvenience during his claim and complaints. Any claim brings with it an expectation that there’s some disruption from daily life, and the nature of Mr S’s claim for damage caused unexpectedly by a third party must have come as a considerable shock to him. But I can’t fairly say that Covea caused his distress and inconvenience, and I’m not upholding this complaint.

### **My final decision**

For the reasons set out above, my final decision is that I don’t uphold this complaint.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr S to accept or reject my decision before 24 December 2025.

Richard Sowden  
**Ombudsman**