complaint

Mr V complains that Covea Insurance plc declined to repair a scratch under his motor insurance policy following an incident. He wants it to reimburse him for the cost of his repairs.

background

Mr V was involved in a non fault incident. His garage provided an estimate for repairs. Covea had its engineer look at the car and he approved the repairs apart from one scratch. He said that this wasn't consistent with the reported incident. He said it could only have been caused by a moving object and not by the stationary bollard Mr V claimed he had been dragged onto. Mr V disagreed. So Covea had an independent engineer look at the car. He agreed with Covea's engineer. Covea apologised for not calling Mr V back as it had promised to do.

Our adjudicator recommended that the complaint should be upheld. She didn't think the assessing engineers had taken into account that the bollard was "flexible" and so would have moved on contact.

She recommended that Covea reimburse Mr V £456 he paid to have the scratch repaired, subject to proof, plus interest. She also thought it should pay Mr V £50 for the trouble and upset caused by its refusal to cover all of his repairs.

Covea asked the assessor to reconsider the evidence on the basis that the bollard was flexible. The engineer didn't change his mind, adding that there would have been other damage if the bollard had caused the scratch.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I can appreciate that Mr V feels frustrated that Covea has paid for some, but not all, of the repairs for damage he says was caused in the incident.

We're not engineers. We don't assess whether or how damage to a vehicle would be caused. This is a matter for the experts in these situations, the insurance companies and engineers. Our role in these complaints is to determine whether an insurance company has considered all the available evidence and whether it can justify its decision to not pay for additional repairs.

Covea's engineer said the scratch in question was a "key scratch" and because it was wavy, it had been caused by a moving item not a solid object. The independent engineer agreed. He said that "the object that caused the scratch had some give to it (flexible in some way)". Covea declined the claim because of this.

But this was in keeping with what Mr V said caused the damage, a flexible bollard. He has provided pictures of this and a description of how it was situated at the time of the incident.

The independent engineer also said that if the damage had been "as a result of a solid object…we would have expected to see damage to the NSR wheel arch area as this protrudes…and would have been the first area of contact with a solid object." But this isn't relevant as the sign wasn't solid, it was flexible. So I don't think Covea can rely on this point to decline the claim.

Covea then asked the independent engineer to look at the pictures of the bollard. He said that the flat sides meant it would have scratched the wheel arch as well. But it hadn't done this. He also pointed out that the bollard was protected by a raised kerb. This would mean that the car's wheels should have been damaged for the bollard to scratch the car. But they weren't.

So Covea hasn't said that the bollard couldn't have caused such a scratch, just that its position meant other damage would have been caused as well. But Mr V said the bollard was skewed to the right and leaning into his lane before the accident. So it would then have caused the scratch. He also produced a report from his garage that it had noted the fresh scratch when the car was recovered.

I agree with the adjudicator that Covea hasn't shown enough evidence to justify its decision to not pay for this claim. I think it should reimburse Mr V's repair costs, with interest. I can't see that Mr V has provided an invoice for the repairs, so I think he should do this. I also think Covea should offer him £50 compensation for the trouble caused him by its refusal to pay for all his claim.

my final decision

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

1. Reimburse Mr V £456 for the cost of having the scratch repaired, subject to him providing reasonable proof.

2. Covea must also pay interest on this amount at the simple rate of 8% per year from the date Mr V paid for the repairs to the date it makes the payment. HM Revenue & Customs requires Covea to take off tax from this interest. Covea must give Mr V a certificate showing how much tax it's taken off if he asks for one.

3. Pay Mr V £50 compensation for the trouble and upset caused to him by its refusal to cover all of his repairs.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr V to accept or reject my decision before 15 February 2016.

Phillip Berechree
ombudsman