

The complaint

Mr S complains about not being provided with a courtesy car when he claimed on his car insurance policy with Tesco Underwriting Limited.

What happened

Mr S was involved in an accident in his car, so he claimed on his policy with Tesco. Tesco reviewed the claim and arranged for an engineer to assess Mr S's car. When Tesco assessed the claim, it said Mr S's car could be what is known as a "total loss". Mr S therefore wasn't entitled to a courtesy car as the policy only provided one if the car was deemed repairable. Mr S didn't think this was fair and complained. He also referred his complaint here and so we asked Tesco for its position on the complaint.

Tesco responded and explained it had issued a final response and didn't uphold Mr S's complaint. It said it was reviewing Mr S's claim but as his policy only provided a courtesy car if his car was deemed repairable, it didn't think it had done anything wrong. Mr S didn't agree and asked us to look into the complaint.

Our investigator reviewed the complaint and didn't recommend it be upheld. He found that the policy only provided a courtesy car if Mr S's car was repairable. The policy says this is only provided once Tesco have decided the car is repairable and if Mr S's car can't be driven. Mr S didn't agree. He said the policy didn't cover the courtesy car provision and thought he should have received one while his car was assessed. He also raised concerns about the sale of the policy.

As Mr S didn't agree the complaint 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.

The terms and conditions of Mr S's policy say under the section for courtesy car:

"To keep you mobile, within the geographical limits only, we will offer you a small courtesy car (typically a small city car), while the car is being repaired by one of our approved repairers following an insured incident that has resulted in a claim under your policy.

Once we have decided that the car can be economically repaired by one of our approved repairers and if it cannot be driven, we will provide the courtesy car on the next working day for as long as the repairs take."

From reading the policy term I'm satisfied Tesco has applied it fairly and reasonably. I say this as Mr S's car hadn't been deemed repairable and so under the terms of the policy he's not entitled to a courtesy car until it had.

I understand Mr S doesn't agree this information is available, however it is within the policy booklet under the heading "Courtesy Car". The documents Mr S provided does refer to the policy booklet and highlights that it is important to read them. I also don't think this term is one Tesco needed to do more to highlight than it has. So, I'm not going to direct it to do anything else.

I've also noted Mr S has raised concerns about the sale of the policy. From reviewing the documents, it would appear this policy is sold via a broker, not Tesco Underwriting Limited. Therefore, if Mr S is unhappy with the sale of the policy that would need to be directed to the business responsible for the sale and not something I can comment on in this decision. I appreciate this isn't the answer Mr S wanted, but for the reasons explained I'm not going to tell Tesco to do anything else.

My final decision

For the reasons explained 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 1 December 2023.

Alex Newman
Ombudsman