

The complaint

Mr A has complained about the delays, lack of updates and poor repairs that were carried out when he made a claim under his car insurance policy to Tesco Underwriting Limited.

What happened

Mr A's car was damaged on 28 November 2022. He made a claim to his insurer, Tesco.

Mr A's car was returned to him on 10 May 2023. So it took five months for his car to be repaired. During this time, Mr A made a series of complaints to Tesco, all of which were upheld.

In April 2023 Tesco offered Mr A £200 compensation for the distress and inconvenience caused.

Mr A asked us to look at his complaints. He wanted £6,280 compensation to reflect the number of days it took over and above for his car to be repaired and returned to him.

Our Investigator recommended Tesco pay compensation of £300 to Mr A.

Tesco accepted the Investigator's findings. Mr A didn't.

I issued a provisional decision on 12 December 2023. I thought Tesco should pay £450 compensation as a fairer outcome to resolve Mr A's complaint.

Both parties accepted my provisional decision. So the case has been passed back to me for 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.

As both parties have accepted, my final decision is on the same lines as my provisional decision.

My provisional findings were:

"I've reviewed Mr A's detailed timeline which has been very helpful.

It's clear that Tesco caused avoidable delays and failed to provide updates to Mr A, which in part seems to have been caused by their approved repairer (AR). Mr A's car had to have repairs carried out first at a dealership garage and then with an AR.

Mr A raised complaints with Tesco four times about lack of updates and delays dealing with repairs to his car. Each time Tesco upheld his complaints. But Mr A still had to chase for updates - and timeframes given for when his car would be repaired were missed.

Mr A has highlighted that his car was held in a police impound and despite chasing both Tesco and the AR for assistance, the deadline for his car to be destroyed passed without action taken by Tesco to recover it. He says fortunately his car wasn't destroyed, but this caused him considerable distress and worry. Mr A says when his car was recovered to a dealership garage in January 2023, the recovery agent called him, not Tesco, to ask where his car should be recovered to and this caused further delay.

When the dealership garage received Mr A's car, they told Mr A the key was damaged and it would need to wait for Tesco to approve the costs of a replacement key before it could access his car. Mr A says he drove to the dealership garage (approximately an hour away from his home address) to deliver his spare key to avoid further delays.

After waiting until April 2023 for his car to be repaired, it was returned to him by the AR with a flat tyre and an engine warning light. So Mr A contacted Tesco. His car had to be returned to the AR for rectification repairs.

Tesco says Mr A was mobile during this period. Even so, I think Tesco's service was very poor and the repair took over and beyond what would be considered reasonable.

I understand Mr A wants compensation to reflect the number of days he was without his car. But the awards we give are modest and are to generally reflect the distress and inconvenience caused.

We expect to experience some disruption and time when having to deal with a claim. Unfortunately this is inevitable. And I've taken into account that Mr A had use of a car during this period. But I think a fairer compensation award for the overall length of time and the continued poor service and lack of updates in this case is £450. I think Mr A has had to make contact with Tesco and the AR far in excess of what I'd consider reasonable - and I can see there were times when Mr A didn't know where his car was, if arrangements had been made for its collection, for repairs, and that from the outset, the service of an AR and the timeframes given to him for updates and repairs didn't materialise."

My final decision

My final decision is that I uphold this complaint. I require Tesco Underwriting Limited to pay Mr A £450 compensation for the distress and inconvenience caused.

Tesco Underwriting Limited must pay the compensation within 28 days of the date on which we tell it Mr A accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 11 January 2024.

Geraldine Newbold
Ombudsman