

The complaint

Mr C complains about Covea Insurance plc's handling of a claim under his car insurance policy.

What happened

The background to this complaint is well known to both parties, so I'll provide only a brief summary here.

Mr C has car insurance underwritten by Covea. He made a claim in November 2021 after being involved in an accident which was not his fault.

Covea promptly accepted the claim and identified the repairs that needed to be carried out. In essence, the car could still be driven. The passenger-side wing mirror was compromised and needed repair, but it was still legal to drive the car.

At that point, Covea's approved repairer advised that the required part(s) were not immediately available in Europe. They offered to carry out a temporary repair to Mr C's car. He declined the offer because he feared it would impact the warranty he had with the car manufacturer.

At the same time, Mr C told Covea and/or the approved repairer that he wouldn't be paying his excess because the accident wasn't his fault.

In July 2022, Covea waived the excess, even though they were not obliged to do so. Shortly after that, the approved repairer was able to order the required parts. The parts were delivered in August 2022.

The repair work was scheduled for October 2022. But then postponed apparently due to a suitable courtesy car not being available. It was eventually completed in November 2022.

Mr C made a complaint to Covea about the delays in the repairs to his car. He also thought it wasn't reasonable for Covea to delay waiving the excess.

And he was unhappy with Covea's communications and the fact they didn't keep him properly informed about the progress of the claim – for example, by failing to respond when he raised queries and complaints with them.

When Covea said they wouldn't be upholding Mr C's complaint, he brought it to us. Our investigator looked into it and didn't think Covea had done anything wrong.

Mr C disagreed and asked for a final decision from an ombudsman.

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.

First of all, let me say how sorry I was to hear about Mr C's accident. It must have been a traumatic experience. It clearly wasn't Mr C's fault. And it appears the third party was trying to avoid responsibility, which prolonged the period before the third party insurer accepted liability.

I do have to point out though that Mr C appears to have misunderstood how excess payments work. Excesses are payable whenever a claim is settled, whether or not the policyholder was at fault.

They're part of the agreement between the insured and the customer and are set out clearly in the policy terms. And, in short, there is often an element of choice for the customer – larger excesses usually mean smaller premiums.

It wouldn't have been unreasonable then for Covea – or the approved repairer on their behalf – to delay carrying out repairs until the excess had been paid.

Covea eventually agreed to waive the excess – which they were not obliged to do – given all of the circumstances in this particular case.

The delays over the excess though didn't have any appreciable effect on the overall delay in getting the repairs to the car carried out. There was a global issue with the supply of parts at the time. And it's clear – and Mr C accepts this – that it was impossible for the repairer to get the required parts in Europe at the time.

Covea aren't in any way responsible for global supply difficulties caused by COVID, raw material shortages and/or any other factor affecting the world economy.

It's Mr C's contention that the repairer may have been able to get the parts more quickly had they gone direct to the car manufacturer in their home country (which isn't in Europe).

On balance, I don't think Mr C's argument is entirely persuasive. The repairer - and Covea – were entitled to rely on their more immediate and regular supply chains.

I might take a different view if Mr C had been unavoidably without a car for the period in question. In fact, as I say, his car was able to be driven despite the damage caused by the accident.

Furthermore, the approved repairer and/or Covea offered – almost immediately after the claim was made in November 2021 and at points throughout the first half of 2022 – to carry out a temporary repair to the car so that the full functionality of the passenger-side wing mirror was restored.

It was Mr C's decision not to allow those temporary repairs. I understand why he took that position – he felt the car manufacturer's warranty might be compromised. But that was his choice and I'm not sure what more Covea could have done.

Mr C is also unhappy that Covea didn't give him a refund on part of his annual premium given that his mileage was much lower than expected. In essence, he didn't want to risk long journeys in the car with damage to the wing mirror – whether or not it was strictly speaking legal to drive with the car in that state.

I understand why Mr C wouldn't want to use the car more than he had to without a passenger-side wing mirror. However, as I've said above, I'm satisfied on balance that Covea did all they could reasonably do to keep Mr C as mobile as he'd previously been during the period whilst they were awaiting availability of the required parts.

At any point after November 2021, Mr C could have had the temporary repairs that Covea were recommending carried out. It was his choice not to do so. If that choice was affected by a warranty with another business - and the real or perceived constraints on that warranty – I can't reasonably hold Covea responsible for that.

Mr C has highlighted some minor delays - during the year or so when his car was awaiting repairs - that he thinks are entirely Covea's fault.

He says they didn't tell the approved repairer immediately when they decided to waive the excess. And he says the repairs were postponed between October 2022 and November 2022 due to the non-availability of a suitable courtesy car.

It seems to me those delays were minor in the grand scheme of things. And any delay in Covea advising the repairer they'd waived the excess is largely irrelevant – if Covea had done that right away, it wouldn't have altered the (later) time at which the parts became available to order.

Mr C also says that Covea failed to keep him updated about the claim. And didn't answer his queries, questions and complaints in a timely and effective manner.

The evidence we have on file suggests Covea - and/or the repairer – were in touch with Mr C reasonably often during the course of the claim and certainly at any point where anything significant happened to progress things. They may not have immediately addressed all the points Mr C made in his correspondence to them, but they picked up and responded to the significant issues he raised.

Finally, Mr C has recently told us he's disappointed that the broker who sold him the policy didn't pass on to Covea within a reasonable timeframe his complaint about the premiums not being reduced or part-refunded.

If Mr C wishes to make a complaint about that specific issue, he will need to raise it with the broker in the first instance and then bring it to us if he's not satisfied with their response.

In summary, I'm satisfied on balance that Covea haven't treated Mr C unfairly or unreasonably in the way they handled his claim. They waived his excess. They offered a reasonable temporary solution when the car couldn't be repaired immediately through no fault of their own. And they made Mr C aware of the likely delays with the repairs and the reasons for them.

My final decision

For the reasons set out above, I don't uphold Mr C's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 24 August 2023.

Neil Marshall
Ombudsman