

## **The complaint**

Mr G complains about the service he received from Sainsbury's Bank Plc (Sainsburys), in relation to his motor insurance policy, following a collision he was involved in when driving.

## **What happened**

Mr G was driving his family to the airport when another driver collided with his car and failed to stop. He contacted Sainsburys but it didn't provide him with any help. He says this made a difficult situation worse.

Mr G says he was given no option but to drive his damaged car to the airport. He says a courtesy car was promised for when his family returned to the UK. But this didn't materialise, which meant driving his car a long-distance home in its damaged state. Mr G says Sainsburys provided incorrect phone numbers for him to arrange a courtesy car, which was a guaranteed feature of his policy that he paid extra for.

Mr G says he had to pay £1,700 for a hire car. Also, that his car was written-off and the settlement payment he received was significantly less than its market value.

In its response to Mr G's complaint Sainsburys says it acts as his insurance broker. As such it's responsible for the sale and the administration of his policy. It isn't responsible for the issues Mr G raised with the handling of his claim, which it says it passed on to his insurer to deal with. It did however apologise for providing incorrect contact details regarding Mr G's guaranteed courtesy car provision.

Sainsbury's says Mr G's insurer wouldn't cover him when he tried to add his new car to his policy. It says it should've checked if any of its other panel insurers would offer cover, but it failed to do so. It offered Mr G £50 compensation for this failing.

Mr G thought he'd been treated unfairly by Sainsburys and referred the matter to our service. Our investigator didn't uphold his complaint. He says Sainsburys isn't Mr G's insurer and isn't responsible for the issues he raised about the handling of his claim. He thought Sainsbury's apology and compensation payment was fair in acknowledging the inaccurate information it provided.

Mr G disagreed and asked for an ombudsman to consider his complaint.

It has been passed 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.

Having done so I'm not upholding Mr G's complaint. I'm sorry to disappoint him but I will explain why I think my decision is fair.

I'm sorry Mr G and his family were involved in a collision, particularly as they were travelling

to the airport to go on holiday. This must have been very distressing for them.

I've considered Mr G's testimony in detail. He says he contacted Sainsbury's breakdown service immediately after the collision. But he was told cover was only provided in the event of a mechanical breakdown. As his car was damaged as a result of a collision, no cover was available under this policy. He says the agent told him to call his broker or his insurer.

Mr G says when he called his insurer, its agent told him to ring back in the morning. He was told he was speaking to the night shift, and they couldn't help. On the advice of the police, he says he then drove his car to the airport, where it was left for a week whilst he and his family went on holiday.

I can understand Mr G's frustration. He felt let down, as he was in a stressful and potentially dangerous situation with his family on the side of a motorway. He thought he had cover in place to help him in an emergency and didn't think the agents he spoke to had helped.

I've read Mr G's policy documents, including the motor breakdown cover he has in place. This confirms a road traffic collision isn't covered under his policy. This is what Mr G was told when he called after the collision. I don't think the agent he spoke to did anything wrong here. But in any case this isn't related to Sainsbury's role as broker or administrator for his policy. The claims process is handled by his insurer(s).

Mr G refers to the Guaranteed Courtesy Car cover he paid extra for when he took out his policy. From the Insurance Product Information Document (IPID) he received, I can see this guarantees the provision of a courtesy car for a period of 14 days. This includes where Mr G's car is damaged as a result of a road traffic accident. I can see this cover is underwritten by a different insurer than the cover provided under his main policy.

I've thought about whether Sainsburys treated Mr G unfairly here. I don't think it did. He called his breakdown service and was correctly told assistance wasn't available in the event of a collision. He then contacted his insurer. After this he drove his car to the airport. Based on this I can't see that Sainsburys gave inaccurate information.

Mr G does have guaranteed cover for a courtesy car in the event of an accident. However, he was on his way to the airport to catch a flight. This left a relatively short period of time to be able to organise a courtesy car. I'm glad Mr G was able to get to the airport using his car and was able to continue with his family holiday. But based on what I've read I can't see that Sainsburys treated him unfairly here. Or that it caused Mr G to miss out on a hire car to get him and his family to the airport.

Sainsburys isn't Mr G's insurer. So, it isn't responsible for the issues Mr G highlights with the handling of his claim. This includes the provision of a courtesy car on his return to the UK, the settlement payment he was offered following the total loss decision, or the lack of a courtesy car under the optional cover he had in place. Mr G has raised a separate complaint dealing with some of these issues. I won't comment further on these points in my decision here.

From the records provided I can see Mr G, on return from his holiday, contacted Sainsburys by phone on 12 August 2022. He rang three times to query a claim under his guaranteed courtesy car cover. Sainsburys says its agents gave incorrect contact information during these calls. It's appropriate that it apologised for this error, and I think its offer of £50 compensation is fair.

Mr G says he hired a car himself on 10 August 2022. For which he paid around £1,700. I'm sorry Mr G incurred this cost. However, from what he says he arranged this before receiving

incorrect contact information from Sainsburys agents. In any case Mr G's insurer is responsible for any claims under his guaranteed courtesy car cover.

Having considered all of this, I think Sainsbury's agents should've taken more care when Mr G called on 12 August 2022. But its apology and £50 compensation is fair in putting this right. I don't think Sainsburys treated Mr G unfairly or is responsible for the issues relating to the handling of his claim. So, I can't reasonably ask it to do anymore.

### **My final decision**

My final decision is that I do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 7 September 2023.

Mike Waldron  
**Ombudsman**