

The complaint

Ms B complains Covea Insurance plc (Covea) caused delays with her claim on her motor insurance policy and caused damage to her car following an attempted break in to her car.

Covea are the underwriters of this policy i.e. the insurer. Part of this complaint concerns the actions of the intermediary. As Covea have accepted it is accountable for the actions of the intermediary, in my decision, any reference to Covea includes the actions of the intermediary.

There are several parties and representatives of Covea involved throughout the complaint but for the purposes of this complaint I'm only going to refer to Covea.

What happened

Ms B's car was damaged in an attempted break in. She reported this to the police and made a claim on her motor insurance policy that she held with Covea at the end of October 2023. The car was still drivable but had to be locked manually and the bonnet could not be opened.

Covea appointed an approved repairer to complete the required repairs and a courtesy car was provided to Ms B. When the car was inspected damage was found to the clutch which was not related to the attempted break in. Ms B said this had been damaged by Covea's approved repairer and there was no issue with it when the car was collected from her.

As part of Covea's validation checks it appointed an independent professional to inspect the damage to Ms B's car. This inspection also concluded that most of the damage reported was not consistent with a break in. Covea offered to cover for the reported damage to the car door handles only.

Because Ms B was not happy with Covea, she brought the complaint to our service.

Our investigator did not uphold the complaint. They looked into the case and said Covea was entitled to conduct the validation interview to verify the facts reported to them and it had provided persuasive evidence to confirm why the claim was declined. They did not find evidence of any avoidable delay caused by Covea.

As Ms B is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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.

Ms B has made several complaints to Covea since making her claim. She brought some points to our attention that she hadn't complained to Covea about. Our service follows rules set down for us by the financial regulator, the Financial Conduct Authority (FCA). DISP 2.8.1

of the FCA Handbook says the Financial Ombudsman Service (FOS) can only consider complaints that a business has been given the opportunity to respond to and issued their final response letter. Therefore we cannot recommend Covea acts on complaint points it hasn't been given the opportunity to look into.

It is important I am clear that in my decision I am only able to look at Ms B's complaint points about delays in her claim, the claim validation process and Covea's decision on the claim settlement as part of this complaint.

Claim delay and validation

When Covea began its initial checks into Ms B's claim, I saw the check with DVLA found her photo driving licence had recently expired. I understand Ms B said her licence was in date and therefore did not think she should have to send in evidence. I saw a number of contacts between Covea and Ms B and it took some time to sort out. Covea was also waiting for the crime number to be provided by Ms B.

Although I accept this caused a delay to the car being taken in to Covea's approved repairer, I cannot hold Covea responsible for this delay. It was not an unreasonable request because it did need evidence of a both a valid licence and the crime number to enable it to progress with the claim.

When Ms B's car was taken to the approved repairer in early December 2023. She was provided with a courtesy car. The approved repairer inspected the car and provided images and a list of the damage found to Covea. The damage reported included a failed clutch and electrical damage due to a possible rat nest. The repairer said other than the missing door handle covers possibly being consistent with a break in, the other reported damage wasn't consistent with a break in attempt.

Ms B said there had been no issue with the clutch in her car when it had been taken by the repairer and she said the repairer had caused this damage.

Covea decided to obtain an independent inspection of the car. It was undertaken in early February 2024. This concluded that the jammed tailgate had been freed by the repairer and the engine was running with no apparent faults. It said there was evidence of rodent activity in the boot which could be the cause of the electrical issues. It said the clutch damage was not related to a break in.

I saw Ms B made a lot of calls to Covea about the claim and she did not feel she was kept up to date on progress of the repairs. In January 2024 Covea offered Ms B £50 for the delay whilst the reported damage to the car was being looked into. This was declined.

I did not see any persuasive evidence as to the cause of the damaged to the clutch. However I understand it was found that the *slave cylinder*, was the actual fault with it and as a gesture of goodwill Covea's approved repairer repaired this. No charge was made for this repair to either Covea or Ms B.

Covea undertook a validation interview with Ms B of which she felt was unnecessary. I saw this call was quite a long call, but it was a necessary part of Covea's normal claim validation process.

I do understand it took some time for this claim to progress but it can be a long process. I saw evidence that Covea were actively dealing with this claim, and that there was contact from Covea to Ms B during the validation process. I am satisfied she was kept updated when

there were appropriate updates to be made and there was no evidence of any avoidable delays.

Claim settlement

The damage reported by Ms B included damage to the door handles and locks, rear passenger side bumper, boot, missing rear windscreen wiper, and reversing camera.

When looking at complaints relating to claims for damage to a vehicle, our service can't determine how the damage occurred. Instead what we look at is the information the insurance company relied on to make their decision. What we have to consider is the information or opinions Covea have relied on to make their decision.

In this case I'd expect to see either a report or opinion from a qualified expert. Covea initially appointed its approved repairer to conduct an inspection of the damage to the car and provide a quote for repairs. This found most of the damage was not consistent with a break in attempt and therefore Covea decided to obtain a further independent assessment of the car.

The independent inspection confirmed the majority of damage to the car wasn't linked to a break in. Both reports came to the same conclusion that most of the damage was down to a lack of maintenance and wear and tear. I'm satisfied that Covea used both the approved repairer's opinion, together with an independent professional opinion, to make its decision to decline part of the claim as damage related to wear and tear.

I recognise Ms B has a number of health issues and difficult personal circumstances ongoing and I understand this claim will have been a distressing time for her. I know she will be disappointed but, I don't uphold her complaint and do not require Covea to do anything further in this case.

My final decision

For the reasons I have given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 7 August 2024.

Sally-Ann Harding
Ombudsman