

## **The complaint**

Mr H complains to his motor insurer, Royal & Sun Alliance Insurance Limited (RSA) about incomplete repairs and delays in the repairs. He is also unhappy that RSA will not agree to wrap his vehicle or cover some of the repairs following damage to his vehicle.

## **What happened**

Mr H's vehicle was vandalised in June 2018, but rather than claim he paid a firm to cover the damage by applying wrapping. Mr H was unhappy with the work and declined to pay. He claimed to RSA in July 2018 for the damage from the wrapping.

RSA said Mr H told it the vandalism damage had been dealt with and he only wanted the damage caused by wrapping to be dealt with under the claim. RSA instructed its approved repairer, but as it involved damage by another repairer, it declined involvement. RSA asked Mr H to find a repairer and appointed an engineer to contact them and approved the repairs.

Mr H is unhappy with the time taken to complete the repairs, the quality of some of the repairs and he said his vehicle wasn't re-wrapped. He complained to RSA and it agreed to appoint an independent engineer to inspect Mr H's vehicle and provide a courtesy vehicle. RSA said the inspection identified work needed on the right-hand lamp and right-hand indicator, which were authorised, and some rectification to previous repairs.

RSA said it referred Mr H's other issues to its technical team and offered a cash settlement of £2,018 less excess for paint marks on the interior, burn in the carpet and side steps with end caps. This was in full settlement of the claim and it didn't offer redress for the tub mouldings, or wrapping of the vehicle because the mouldings were painted to the same colour they were before the incident and the damage to the alloy wheels is due to corrosion.

RSA said that as the wrapping was Mr H's chosen method of covering up the scratches, it didn't see why it was being asked to re-wrap the vehicle. It said as it had covered the cost of repainting the damaged panels this had put Mr H's vehicle back to a pre-damaged state.

RSA said that when Mr H claimed, it should have advised it would only deal with damage caused by the damage to his vehicle from the vandalism. This is because poor workmanship isn't covered under the policy and it would be a civil matter between Mr H and the repairing garage. It said Mr H told its handler the damage caused by the vandalism had been rectified and it was just the damage caused by the wrapping firm that he wanted to claim for.

But RSA said due to a misunderstanding it repaired the damage caused by the vandalism and damage by the wrapping firm under one claim. And so, it had provided more settlement than the policy allows. It said it had arranged a re-inspection to confirm the work has been carried out to an acceptable standard and this was confirmed by an independent assessor.

Mr H wasn't satisfied with RSA's response and was annoyed not to be present during the independent assessor's inspection of his vehicle. He referred his complaint to our service.

Our investigator recommended the complaint be upheld in part. She said miscommunication by RSA caused confusion about the wrapping of the vehicle. She said it wasn't necessary for Mr H to be present during the final inspection as this was independent, but poor initial repairs contributed to delay and RSA should pay Mr H £150 compensation for these failings.

The investigator said the repairs were satisfactory to the independent assessor and if Mr H disagreed, he should obtain his own expert report. She said by dealing with the vandalism and wrapping damage Mr H had two claims dealt with as one with a single excess payment.

Mr H disagreed, saying his vehicle still needed spraying and the vandalism damage to the interior and exterior hadn't been repaired. He said £150 compensation for not having his vehicle for over two years is an insult and would expect at least two years' premiums and vehicle tax to be returned as well as his expenses. Mr H said contrary to what RSA had said he wasn't offered the vehicle back to use until the repairs were completed. He said as well as repairs and spraying the vehicle also needs re-wrapping.

The investigator reminded Mr H about the reports from the independent assessor and the findings, and again invited Mr H to obtain his own expert report. Mr H wasn't satisfied with this response and requested an ombudsman review his complaint.

### **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.

I was sorry to learn of the problems Mr H has faced in getting his vehicle repaired and returned. RSA point out that the repairer, about which Mr H complains regarding delays and quality of the work, isn't one of its priority repairers, but was selected by Mr H. Poor workmanship from before the claim isn't covered in Mr H's policy and it is open to him to take a complaint or legal action directly to that company.

I've considered the main points of Mr H's complaint. Concerning the re-wrap of his vehicle I can understand why RSA didn't think it had to do this. It hadn't authorised wrapping in the first place as this took place before Mr H's claim, and so it hadn't determined this as a suitable means of dealing with the scratches.

Mr H feels that the repairs haven't been completed as required. RSA have provided reports from an independent assessor confirming their findings from three separate inspections. The final inspection of Mr H's vehicle was carried out by an independent assessor in September 2020 and I don't think it made a difference about other potential attendees. In his report the engineer lists all the repairs that have been carried out, and concludes, *'I therefore consider the vehicle is now ready for collection'*.

From this assessment RSA decided it was reasonable to decide the claim was concluded, and no further work was required. Mr H disagrees. When the parties to a complaint disagree about whether repairs have been completed properly, we have to rely on the available expert evidence. In this case the only report is from the independent engineer and he said the repairs and re-working have been completed. In the absence of anything to contradict this I am satisfied that RSA fairly concluded to take no further action on Mr H's claim other than its offer of a cash settlement for some uncompleted repairs.

Mr H has been invited to obtain his own expert report and was made aware that if he did so and his report challenged the independent assessor's report this would need to be considered in the context of Mr H's claim. As far as I'm aware Mr H hasn't obtained a report, but should he do so this would need to be considered by RSA.

RSA offered Mr H a courtesy car when he complained and before this said he could have his vehicle back whilst parts were awaited, but he declined. Mr H said there was no such offer, so he's been without his vehicle for a very long time. I've checked the business records and a call was made to Mr H on 1 August 2019 from the vehicle repairer offering to let him, *'take the vehicle back as drivable until the remaining part arrived, which they declined'*. I've seen an email of 9 August 2019 from RSA's engineer confirming this offer to Mr H's relative.

I think this was a reasonable response from RSA to the policy benefit of a courtesy car. And given that it took months for the parts to arrive from abroad it would have benefitted Mr H to accept the vehicle back during this period. This delay wasn't anticipated, but at the beginning of the claim RSA recorded that a courtesy car wasn't required by Mr H.

According to the independent assessor, repairers have completed the repairs for the vandalism that had occurred, as well as damage that occurred from the removal of the initial wrap and that included respraying Mr H's vehicle. It was RSA's oversight that the re-wrapping was included as this didn't need to be covered by the insurer, and this meant two claims have been dealt with as one.

Mr H would like his insurance premiums returned as he had no use out of his vehicle for two years. We wouldn't require an insurer to do this while a vehicle remains on risk and the policyholder is receiving the benefit of a claim. And, as I have said, the vehicle was offered back to Mr H while the repairer was waiting for parts.

### **Putting things right**

I think RSA could have been clearer about its intention not to pay for the re-wrapping of Mr H's vehicle and small delays on its part and so I agree with the investigator that it should pay Mr H £150 compensation. Mr H may wish to pursue his selected repairer for any further losses or compensation.

### **My final decision**

For the reasons I have given above it is my final decision that the complaint is upheld in part. I require Royal & Sun Alliance Insurance Limited to pay Mr H £150 compensation (unless it has already done so) for the inconvenience its poor service has caused him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr H to accept or reject my decision before 17 June 2022.

Andrew Fraser  
**Ombudsman**