

The complaint

Mr R complains that Royal & Sun Alliance Insurance Limited is responsible for mishandling a claim on the insurance policy for his motor vehicle.

Where I refer to RSA, I include claims-handlers and others insofar as I hold RSA responsible for their acts or omissions.

What happened

Mr R had a vehicle on contract hire from a company that provides vehicles for drivers with disabilities. I will call that company “the operations company”.

For about three years from September 2019, RSA and the operations company covered the vehicle under arrangements set out in a “Cover Booklet”.

On 28 August 2021, Mr R and a third party were involved in a traffic incident.

By about 8 September 2021, Mr R had complained to RSA about progress towards getting CCTV from the scene of the incident. He said it would show that he hadn’t been at fault.

He later complained that – while his car was being repaired - RSA had provided an unsuitable courtesy car.

By a final response dated late September 2021, RSA partly upheld the complaint about the handling of the claim - and offered Mr R £50.00.

Mr R brought his complaint to us in mid-October 2021. About a week later, RSA told our investigator it would increase its offer from £50.00 to £200.00.

In about November 2021, Mr R complained about the repairs to his car. By a final response dated early December 2021, RSA offered Mr R £300.00 to resolve all his complaints.

our investigator’s opinion

Our investigator dealt with the complaints about CCTV and the courtesy car. The investigator recommended that RSA’s offer of £200.00 was fair.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mr R and to RSA on 10 March 2022. I summarise my findings:

RSA’s offer to pay compensation of £200.00 is at least as much as it would’ve been appropriate for me to direct. I found it fair and reasonable to hold RSA to its offer.

Subject to any further information from Mr R or from RSA, my provisional decision was that I intended to direct Royal & Sun Alliance Insurance Limited to pay Mr R (insofar as it hasn't already paid him) £200.00 for distress and inconvenience.

Neither Mr R nor RSA has added any further information in response to the provisional decision. So I see no reason to change my view.

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.

The Financial Ombudsman Service deals with a consumer's complaint against an insurance company or other regulated firm about regulated activities. We are bound by the Financial Conduct Authority's dispute resolution rules ("DISP").

The effect of one of those rules is that we will have to deal separately with Mr R's complaint about the quality of repairs.

From my reading of the "Cover Booklet", it was the operations company rather than RSA that was responsible for paying for the repair of Mr R's vehicle. It follows that it was the operations company rather than RSA that was responsible for any attempt to recover its outlay from the third party. So, whilst RSA was involved in the handling of the claim, it was acting on behalf of the operations company.

In any event, RSA made a request for the CCTV within a week of the incident and followed up with further requests. That is what I would expect a claims-handler to do. I don't consider that RSA fell below a reasonable standard of service in that respect. But I don't think that it communicated with Mr R as well as it should've done.

From my reading of the "Cover Booklet", I haven't seen any obligation, while Mr R's car was being repaired, to provide him with a replacement vehicle, let alone a like-for-like replacement vehicle.

In any event, I'm satisfied that RSA made reasonable efforts to try to find a replacement vehicle that Mr R was happy with.

Overall, I've weighed up the shortcomings I've found in RSA's service, and the effect of them on Mr R. I find that there were times when he was frustrated by hanging on the telephone and worried that he wasn't receiving the service he reasonably expected.

Putting things right

RSA's offer to pay compensation of £200.00 is at least as much as it would've been appropriate for me to direct. I find it fair and reasonable to hold RSA to its offer and to direct RSA to pay Mr R (insofar as it hasn't already paid him) £200.00 for distress and inconvenience.

My final decision

For the reasons I've explained, my final decision is that I direct Royal & Sun Alliance Insurance Limited to pay Mr R (insofar as it hasn't already paid him) £200.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr R to accept or reject my decision before 6 May 2022.

Christopher Gilbert

Ombudsman