

The complaint

Mr and Mrs L complain that Royal & Sun Alliance Limited mishandled a claim on a caravan insurance policy.

Where I refer to RSA, I refer to the above-named company and I include employees, repairers and others insofar as I hold RSA responsible for their acts or omissions.

What happened

The subject matter of the claim and the complaint is a touring caravan made in 2019. Mr and Mrs L acquired it on a hire purchase agreement in late August 2019. They agreed to pay monthly instalments of about £250.00 for about ten years.

For the year from early September 2019, Mr and Mrs L had the caravan insured on a policy with RSA. Unfortunately, on 17 September 2019, the caravan suffered damage in continental Europe. RSA arranged recovery to the UK.

On 14 January 2020, the repairer collected the caravan.

On 15 December 2020, the repairer delivered the caravan back to Mr and Mrs L (for the first time). About a week later, Mrs L complained about the repair.

On 11 January 2021, the repairer collected the caravan for the second time.

On about 26 March 2021, the repairer returned the caravan for the second time.

In April 2021, Mrs L again complained about the repair.

In October 2021, Mr and Mrs L had a week away in the caravan, after which the repairer collected the caravan for the third time.

RSA hadn't sent a final response. Mr and Mrs L brought their complaint to us in late October 2021.

our investigator's opinion

Our investigator recommended that the complaint should be upheld. She thought that RSA and its repairer caused unnecessary delays for a total of 12 months.

In March 2022, the investigator recommended that RSA should compensate Mr and Mrs L £500.00 in total for distress and inconvenience.

On 5 April 2022, the repairer returned the caravan for the third time.

In May 2022, the investigator recommended that RSA should:

1. compensate Mr and Mrs L £750.00 for their distress and inconvenience and loss of

enjoyment of the caravan; and

2. reimburse Mrs L £3,050.76 for the payments she made against her credit agreement— during the 12 months she was unable to use her caravan.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mr and Mrs L and to RSA on 4 July 2022. I summarise my findings:

There were times when RSA could've communicated better with Mr and Mrs L.

RSA caused Mr and Mrs L inconvenience and distress over and above that which I would normally expect to see in an insurance claim. That included many emails and telephone calls to chase up issues that RSA was responsible for. It also included loss of use of the caravan between January and March 2021.

RSA should've addressed the issue of compensation in a final response letter.

Subject to any further information from Mr and Mrs L or from RSA, my provisional decision was that I upheld this complaint. I intended to direct Royal & Sun Alliance Insurance Limited to pay Mr and Mrs L (jointly) £600.00 for distress and inconvenience.

Neither Mr and Mrs L nor RSA has responded 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.

Over two and a half years went by between the caravan suffering damage in September 2019 and its return in April 2022. And of course Mr and Mrs L still had to pay for the HP and insurance.

From what I've seen, the damage was serious, including (as it turned out) damage to the chassis.

I've noted that the repairer hadn't stripped the caravan by the time of the lockdown in late March 2020. And it wasn't until 12 June 2020 that RSA approved an estimate for repair, and the repairer ordered parts. The chassis and other parts didn't arrive until 7 September 2020.

I keep in mind government restrictions from March 2020, and the need to wait for parts. I haven't seen any expert evidence from a caravan repairer about how long the repair should reasonably have taken. So I can't say that RSA was responsible for delay before it returned the caravan in December 2020.

The investigator thought that there were about four months of avoidable delays between Mrs L having to send her caravan back for repairs in December 2020 and receiving it back in April 2021.

However, I haven't seen enough evidence that the repair was so poor that the caravan was unusable between late December 2020 when Mrs L complained and 11 January 2021 when the repairer collected it for the second time.

Nevertheless, I would expect the repair to have been right first time. So I do hold RSA responsible for Mr and Mrs L's inability to use the caravan between 11 January 2021 when the repairer collected it for the second time and about 26 March 2021 when the repairer returned it for the second time.

The investigator thought that there were about eight months of avoidable delays after July 2021 when Mrs L had to raise further issues with the caravan.

I've seen evidence that on 16 August 2021, the repairer emailed Mrs L asking when it could collect the caravan. And on 1 September 2021, Mrs L replied asking for collection after a holiday in October. So I don't find that the repair and remedial repair were so poor that the caravan was unusable after about 26 March 2021 when the repairer returned it for the second time.

I've noted that there were times when RSA could've communicated better with Mr and Mrs L. I'm minded that RSA caused Mr and Mrs L inconvenience and distress over and above that which I would normally expect to see in an insurance claim. That included many emails and telephone calls to chase up issues that RSA was responsible for. It also included loss of use of the caravan between January and March 2021.

I consider that RSA should've addressed the issue of compensation in a final response letter.

Putting things right

Overall I consider that £600.00 would be fair and reasonable compensation for distress and inconvenience including loss of use and enjoyment of the caravan.

My final decision

For the reasons I have explained, my final decision is that I uphold his complaint. I direct Royal & Sun Alliance Insurance Limited to pay Mr and Mrs L (jointly) £600.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L and Mrs L to accept or reject my decision before 30 August 2022.

Christopher Gilbert

Ombudsman