

## **The complaint**

Mr E complains that Royal & Sun Alliance Insurance Limited mishandled a claim on a motor insurance policy.

Where I refer to RSA, I refer to the above-named insurance company and I include other companies and individuals insofar as I hold RSA responsible for their acts or omissions.

## **What happened**

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

Between them, RSA and the operations company covered the vehicle under arrangements set out in a “Cover Booklet”.

Unfortunately, In January 2022, the passenger doors of Mr E’s vehicle were damaged in an accident.

RSA appointed a repairer. But Between March 2022 and June 2022, the repairer didn’t offer a courtesy car, so Mr E didn’t send his vehicle to the repairer.

Mr E continued to use the damaged car. Unfortunately, on 20 May 2022, it was in another accident and suffered further damage. After that, Mr E couldn’t drive the vehicle.

The repairer fixed the vehicle and returned it to Mr E in July 2022.

Mr E had made a number of complaints to RSA.

By a final response dated 13 July 2022, RSA said it would ask the operations company to make a “Loss of Use payment” to Mr E from 20 May 2022. RSA apologised for delays in getting the car booked in for repair and offered compensation of £250.00.

Mr E brought his complaint to us without delay.

Our investigator recommended that the complaint should be upheld in part. She didn’t think that the £250.00 went far enough to address the frustration Mr E felt. She recommended that RSA should - on top of the loss of use payment from 20 May 2022 until the car was repaired - increase the compensation by a further £100.00, to total £350.00.

RSA agreed with the investigator’s opinion.

Mr E disagreed. He asked for an ombudsman to review the complaint. He says, in summary, that he’s not happy with the outcome.

## **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.

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 E’s vehicle. The “Cover Booklet” contemplated that the operations company might provide an “Alternative Vehicle”.

That booklet also provided that, where Mr E’s vehicle could not be used or safely driven as a result of loss or damage, the operations company would refund to him that part of his hirer’s allowance (as defined in the contract hire agreement), that is payable as rental for the period he was without a vehicle, excluding the first week.

I accept that Mr E had significant difficulty in getting his car booked in for repair because he wanted a courtesy car.

Also, on 19 April 2022, Mr E told RSA that he couldn’t open his passenger doors, so the car wasn’t safe to drive. Yet – for about a week - RSA told the repairer that the car was driveable. So the repairer still didn’t prioritise the repair. And Mr E continued to drive the car with its damaged doors.

In mid-May RSA gave Mr E conflicting information about whether he would receive a hire car. After the second accident and the second claim, RSA again gave conflicting information.

From some of the call recordings, I accept that Mr E suffered frustration for a number of months.

From about 9 June 2022, Mr E’s vehicle was at a repairer.

Mr E has told us that, while he was without the use of a car, he couldn’t get to hospital to collect his medicine. But I’ve seen that, after the second accident and claim, RSA did offer some options for Mr E that I’ve found reasonable, and he didn’t accept any of them.

I haven’t found that RSA – as distinct from the operations company - had any obligations in relation to repairs and courtesy cars. But I’ve weighed up the shortcomings in RSA’s service and their impact on Mr E. RSA offered Mr E £250.00 compensation and it accepted the investigator’s recommendation to increase that by £100.00 to £350.00.

### **Putting things right**

Overall, I find it fair and reasonable to direct RSA to pay Mr E – in addition to the £250.00 already offered – a further £100.00 for distress and inconvenience.

### **My final decision**

For the reasons I’ve explained, my final decision is that I uphold this complaint in part. I direct Royal & Sun Alliance Insurance Limited to pay Mr E – in addition to the £250.00 already offered – a further £100.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I’m required to ask Mr E to accept or reject my decision before 21 February 2023.

Christopher Gilbert

**Ombudsman**