

## **The complaint**

Mr B complains Royal and Sun Alliance Insurance Limited (RSA) caused unnecessary delays after he made a claim on his motor insurance policy.

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

## **What happened**

Following an incident at the end of September 2021 Mr B made a claim on his motor insurance policy for damage to his vehicle. RSA approved the repairs in October 2021.

The approved repairers had an initial delay in obtaining the required parts. The vehicle was at the repairers for two weeks and the repairs were not completed. At Mr B's request the vehicle was moved to a second repairers. And there was a breakdown in communication between the two repairers which caused additional delays.

Although Mr B's vehicle was drivable it was not able to be secured and it was not watertight. This meant he had to empty it of any belongings at the end of each day.

Mr B was given an estimated repair completion date, but this date was moved a number of times and at one point he was incorrectly told the repairs were completed.

RSA said a national shortage of spare parts and the impact of Covid 19 restrictions had reduced its capacity to complete repairs.

RSA accepted the service Mr B received was not up to the standard it would expect. It acknowledged that the communication from its repairers was poor on occasion. And that Mr B had to chase for updates.

Due to the ongoing issue with obtaining the required parts RSA made a cash settlement to Mr B and offered £200 compensation for the service received and delays caused.

Mr B feels he should be paid an amount for loss of earnings whilst he was without his vehicle. He said he took unpaid holiday leave for the two-week period his vehicle was in for repairs on the understanding all the repairs would be completed in this time

Mr B also said there was damage to both the front and back of his vehicle and that RSA did not cover the damage to the front having previously accepted liability.

As Mr B was not happy with RSA, he brought the complaint to our service.

Our investigator upheld the complaint. They looked into the case and due to the time taken for the claim to be settled they did not think the £200 compensation paid to Mr B was sufficient. They said they would not expect RSA to consider loss of earnings but a compensation payment of £550 was more reasonable. They also said RSA should consider expenses that Mr B had incurred when making calls and going to garages.

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

### **In my provisional decision I said**

*I looked into the timeline of this claim and found the claim was made on 29 September 2021. Mr B's claim was accepted, and the repairs were authorised by RSA in October 2021. An authorised repairer was appointed.*

*Mr B next made contact with RSA and its approved repairer in December 2021. I cannot hold RSA responsible for the delay up to December 2021 as this delay was due to Mr B not making the required arrangements with RSA's approved repairer as he had been requested to do.*

*Once RSA's repairer was re-appointed in December 2021 the parts required were not available, so had to be ordered. I saw evidence that between this date and May 2022 Mr B had to chase progress with obtaining the parts multiple times.*

*I have seen that a courtesy car was offered to Mr B, as per the terms of his policy, during the time his vehicle was due to be at the initial repairers. However he said the vehicle offered was not suitable for him.*

*Mr B's vehicle was eventually taken in for repairs and was with the repairer for two weeks, but it was still not repaired. It was returned driveable but was still awaiting a part. It was not able to be secured fully so Mr B had to empty it of tools each evening and it was not watertight.*

*At Mr B's request RSA arranged for the vehicle to go to a different approved repairer. Again I saw evidence that he had to chase RSA and its approved repairer multiple times to try and progress the repairs.*

*Mr B spoke to his own repairer who confirmed the parts RSA had not managed to obtain were available. I think this shows that RSA's approved repairers may not have explored all options to obtain parts as well as it could have done.*

*I saw that RSA paid Mr B a cash settlement for the repairs in August 2022.*

*After consideration about the length of time taken to complete this claim I agree with our investigator that the £200 offered by RSA for the poor service was not adequate.*

*I have considered the delays caused in this claim. And also considered that Mr B took holiday time whilst his vehicle was taken in for repairs which were not completed. However RSA did offer a courtesy car during this time as per the terms of the policy. I therefore think £550 is a more realistic and reasonable amount for the distress and inconvenience caused in the circumstances of this complaint.*

*RSA should also pay Mr B reasonable costs. I think £100 is adequate to cover for the number of phone calls he had to make to RSA and for travel costs to the garage. And as Mr B was without his vehicle completely for 14 days and the repairs were still not completed, I think an award of £10 per day, a total of £140 for loss of use is appropriate in this case.*

*RSA said the damage to the front of Mr B's vehicle was declined as it was found he had stopped and changed direction with a period in between. Therefore it was regarded as two different impacts and therefore two different claims.*

*RSA said it discussed this with Mr B, but he did not provide images of the front-end damage for its claims team to consider the matter further. It confirmed Mr B can make another claim for the front damage but as things stand this would be another claim with another excess.*

*Therefore, I intend to uphold Mr B's complaint and require RSA to pay Mr B a total of £550 in compensation for the poor level of service and delays caused, £100 to cover any expenses Mr B incurred when making telephone calls and trips to the garage. And £140 for loss of use.*

### **Responses to my provisional decision**

Mr B responded to say he accepted my provisional decision.

RSA responded to say it had reviewed the provisional decision and accepted it on this occasion.

### **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.

As both Mr B and RSA accepted my provisional decision, I maintain my provisional decision.

I uphold Mr B's complaint and require RSA to pay Mr B a total of £550 in compensation for the poor level of service and delays caused, £100 to cover any expenses Mr B incurred when making telephone calls and trips to the garage. And £140 for loss of use.

### **My final decision**

For the reasons I have given I uphold this complaint.

I require Royal and Sun Alliance Insurance Limited to pay Mr B £550 for the distress and inconvenience caused, £100 to cover his expenses and a total of £140 for loss of use of his vehicle. A total of £790. Less any amount already paid to him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 21 March 2023.

Sally-Ann Harding  
**Ombudsman**