

## **The complaint**

Mrs S complains about the time it's taking Royal & Sun Alliance Insurance Limited (RSA) to repair her car after an accident.

## **What happened**

The details of this complaint are well-known to both parties, so I won't repeat them again here. The facts aren't in dispute, so I'll focus on giving the reasons for my decision.

## **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.

Having considered everything, I've reached the same conclusions as our investigator for these reasons:

- I've reviewed RSA's system notes, and copies of correspondence between Mrs S and RSA's repairers. Having done so, it's clear that while Mrs S says she had a "simple crash", the repairs needed to her vehicle aren't particularly simple to complete. That's because additional damage was found when repairs were attempted, and because her car had been adapted. However, while I accept the repairs aren't simple, it's clear that more could and should have been done by RSA and their repairers to take ownership of the claim and ensure it was progressed efficiently. Unfortunately, the lack of ownership resulted in it taking around three months before a suitable repairer was able to identify all the works required and place an order for the relevant parts. Following our involvement, RSA has accepted they've made mistakes and need to do something to put things right, so my decision will focus on the impact these mistakes had on Mrs S and how this complaint should be resolved. I've noted that Mrs S would like us to make a finding on how RSA should improve their policies and procedures. However, only RSA can determine what their policies and procedures look like – and we don't have the power to interfere with that commercial decision.
- Mrs S was given an alternative vehicle to use while her car was with RSA's repairers. However, it didn't have the level of adaptations she needs to be able to drive it herself. This means she's been reliant on others to get around, and this has had a big impact on her busy lifestyle. However, the alternative vehicle was provided by a different business so I can't hold RSA at fault for her not being given a car she can drive herself. And I've had to take this into consideration when determining an appropriate award in this case.
- As mentioned above, it took around three months before Mrs S' car was sent to a suitable repairer. But even when that happened, there were additional delays in RSA and the repairer being on the same page regarding whether the repairs had been authorised, so this was disappointing to see given what had happened over the previous three months. Delays of this kind would be distressing and inconvenient to

anyone who had been in a car accident. However, the impact to Mrs S was exacerbated due to her impairment. Her car was heavily adapted so that she could drive. And driving an adapted car meant Mrs S had freedom, but it also helped slow down the weakening of her limbs. Therefore, it would have been especially upsetting and worrying for Mrs S when she stopped having access to a vehicle she can drive herself.

- Additional damage was found on Mrs S' car, and further parts were needed. The information I've seen suggests the additional repairs were authorised, and the parts ordered. Unfortunately, despite the parts being ordered in late 2022, my understanding is that the repairers are still waiting for them to arrive. And the situation is being made worse by the fact they're unable to estimate how long it will take for the parts to arrive so that the repairs to Mrs S' car can be completed.
- I appreciate these circumstances mean Mrs S has been without her car for almost a year. While I agree RSA's actions resulted in Mrs S' claim being delayed, I can't ignore that most of the delays stem from the difficulties in sourcing the parts needed to repair her car. And in the absence of evidence to suggest RSA's actions are the sole cause for the time it's taking to complete the repairs, I consider I can only make an award for the initial three-month delay. But when doing so, I also must be mindful of the fact RSA wasn't responsible for providing Mrs S with a suitably adapted courtesy car. In light of this, I consider an award of £350 to be fair and reasonable in recognising the distress and inconvenience caused by RSA's delays. I appreciate this isn't the award Mrs S hoped for, but I can't safely conclude RSA are solely responsible for the difficult position Mrs S is in; and at the moment, it seems there is little more RSA can do to source the necessary parts any faster.

For the reasons above, I'm upholding Mrs S' complaint about RSA.

### **My final decision**

My final decision is that I'm upholding Mrs S' complaint about Royal & Sun Alliance Insurance Limited.

To put things right, Royal & Sun Alliance Insurance Limited should pay Mrs S £350 in recognition of the distress and inconvenience she experienced as a result of their avoidable delays.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs S to accept or reject my decision before 15 June 2023.

Sarrah Turay  
**Ombudsman**