

The complaint

Miss P and Mr B complain about Royal & Sun Alliance Insurance Limited's (RSA) claim handling and decision not to repair an electrical issue following an accident claim, under Mr B's motor insurance policy.

I'll refer to Mr B in my decision for ease.

What happened

Mr B is unhappy with the service provided by the repairer RSA appointed. He says that a courtesy car wasn't provided initially. And the garage came across as "*aggressive and pushy*" from the start. Mr B says that after the accident the car's battery and ability to charge was affected. He says this damage is related to their accident and should be included in the repairs, but RSA says it isn't.

Mr B says he has sought legal advice and it's agreed that a four-year-old car is unlikely to coincidentally develop this issue at the same time as a collision occurred. He says he was asked to pay the policy excess up front by the repairer, and it threatened to involve the police when he refused to return its courtesy car. Mr B has two small children and says the inconvenience of having no transport is considerable. He also says the main dealer that was asked to look at the electrical issue, won't release the car as payment hasn't been provided for the investigations it completed.

In its final complaint response RSA says Mr B's policy allows it to use a garage of its choice, with the payment of an additional £200 excess fee. It says there were some initial delays in arranging the repairs due to global supply issues affecting spare car parts. RSA says it paid £264 as a 'loss of use' payment because there was delay in providing a courtesy car initially. But it says there were no unavoidable delays in the repairs.

RSA says once the bodywork repair was complete Mr B's car was delivered to a main dealer to investigate an issue with a charge point. It says the main dealer confirmed the issue wasn't related to the accident. RSA says the car was left at the main dealer as Mr B was in discussions about whether the issue would be repaired under warranty, or if the main dealer would pay for further investigations.

As the charge point repairs weren't claim related, and the accident repairs were complete, RSA says its repairer correctly asked for the return of its courtesy car. It says Mr B had the car for four weeks after the repairs were completed, which is why the police were mentioned. RSA says some misleading information was provided by its claims team and it didn't always call back as arranged. It provided a copy of the main dealer's invoice showing the charging issue wasn't accident related. But it acknowledged this wasn't sent when originally requested by Mr B. RSA offered £200 compensation.

Mr B didn't agree to this outcome and referred the matter to our service. Our investigator upheld the complaint. She says there was evidence from an independent engineer to show the battery charging issue wasn't related to the accident. She thought the compensation paid for the delayed courtesy car was fair. But says RSA should pay a further £150 compensation

for service issues throughout the claim.

Mr B didn't think this was fair and asked for an ombudsman to consider his complaint.

It has been passed to me to decide.

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 done so I'm upholding Mr B's complaint. I think what our investigator suggested is appropriate, so I won't be adding to it. I understand this will come as a disappointment to Mr B, but I'll explain why I think my decision is fair.

The claim records show Mr B contacted RSA to make a claim on 3 November 2022. He was told its approved garage would contact them within 24 hours. In mid-November Mr B contacted RSA to say his car would no longer charge. This meant it had become undriveable. The notes say he didn't know if this was related to the accident, but this issue was added to claim to be investigated.

Around a week later the notes show Mr B raised concerns with RSA that the garage had requested payment of his policy excess upfront. It was confirmed that this wasn't RSA's accepted process, and the garage was informed of this. On 25 November I can see Mr B contacted RSA to chase progress. He says the garage was meant to call him but hadn't. He also said he'd prefer not to use this garage as they had been quite rude and aggressive on the first call. The note refers to a loss of use payment for the time Mr B had been without a courtesy car whilst waiting for the garage to collect his vehicle.

A record dated 29 November 2022 confirms Mr B's car is now onsite with the body shop having arrived yesterday. The note says a payment of £12 per day is to be provided for the time Mr B was without a courtesy car. This amounted to £264. This equates to 22 days, which covers the period from just after the claim was raised until a courtesy car was provided. In the circumstances I think this payment was fair.

The claim records show Mr B's car was reported as undriveable from 15 November. It took around a month for the garage to start work on his car from the time the claim was logged. From the records the onus was on Mr B to chase progress.

There is little information in the claim records between December 2022 and March 2023. The notes in March refer to Mr B's car having been sent to the main dealer to have the charging issue investigated. RSA's garage was only tasked with repairing the bodywork to the rear passenger door. It took several months to complete this repair, which is longer than I'd reasonably expect it to.

In its final complaint response RSA says there were issues obtaining spare car parts, as an explanation for the repair delays. I'm aware there has been a global issue affecting the supply of spare parts. This has had a significant impact on the industry particularly with accident repairs. So, I think this does reasonably explain why the body repairs took so long.

However, I would expect Mr B to be kept regularly updated. I can't see that this was done from the evidence I've seen. Again, the onus appears to have been on Mr B to contact RSA and its garage. I don't think this was fair, and RSA should compensate Mr B for the poor standard of communication.

I've thought about Mr B's comments that the charging issue that developed must be related to the accident. I think it's reasonable that RSA arranged for the main dealer to investigate this fault. I've read the report it provided. This says:

"ISSUE WITH BATTERY CHARGING - BEEN ADVISED TO BOOK IN FOR DIAG BY INSURANCE COMPANY VEHICLE RECOVERED IN FROM [garage] TO INVESTIGATE CHARGING FAULT FOUND DTC 044819 STORED RESSITANCE CHECKS DISCONNECTED WIRES".

And:

"WIRING HAS BEEN DISCONNECTED REQUIRES FURTEHR DIAGNOSIS TO FIND OUT CHARGING FAULT ENGINE REMOVAL MAY BE REQUIRED. THE SHORT IS BETWEEN THE CHARGING POINT AND THE PEC UNIT NO PHYSICAL DAMAGE IS EVIDENT IMAGES PROVIDED. We do not believe that this could be related to an accident"

The claim records show it was confirmed to Mr B on 13 March 2023 that the charging issue wasn't thought to be accident related and wouldn't be included in the claim. I can see that Mr B asked to see a copy of the report as he'd received differing information when speaking to the main dealer. In its complaint response RSA acknowledges that this report wasn't provided.

I can understand why Mr B thinks the charging issue must be linked to the accident. But both the repairing garage and the main dealer have stated it wasn't. Reference is made in the notes to the electrical issue being at the front of the car, whereas the accident damage was to a rear door. A record dated 11 May says the main dealer had confirmed Mr B had visited and been shown that the charging issue couldn't be accident related.

I'm not an expert mechanic and must rely on the opinion of those who are. Based on this evidence the charging issue with Mr B's car isn't related to the accident, and so it isn't RSA's responsibility to fix.

I can see that Mr B returned the courtesy car to the repairing garage on 22 March 2022. Prior to this he says he was threatened with insurance cover being removed and the police being involved. I can understand why Mr B was frustrated with this situation. But the terms of his policy provide for a hire car for the duration of the repairs. This means that once it was confirmed that the charging issue wasn't part of the claim repairs, there was no requirement under the policy to continue providing a hire car.

That said, I don't think communication was of a good standard here. And Mr B wasn't provided with a report from the main dealer to confirm the damage wasn't claim related. RSA's notes indicate it thought Mr B should've been kept in a hire car until a report was provided from the main dealer. But this didn't happen, and it was Mr B who pushed for further information to be provided.

Having considered all of this I don't think RSA treated Mr B unfairly when declining to fix the charging issue for the reasons it gave. I think it's fair that it paid £264 for the initial period he was without a car due to the garage's delay in collecting his vehicle. But I don't think RSA treated Mr B fairly given the overall standard of customer service he received from it and its garage. It's unfortunate that a fault developed with the car's charging point. But I think this could've been handled and communicated more effectively, particularly when Mr B requested a copy of the investigation report.

I can't see that RSA, or its garage kept Mr B reasonably informed of progress between December 2022 and March 2023. I have no reason to doubt Mr B's recollection of his initial

discussion with RSA's garage. Clearly, it shouldn't be the case that its agents behave inappropriately or that a customer should feel they've been spoken to rudely. It's also the case that Mr B shouldn't have been asked for his policy excess upfront. For these reasons I think RSA should pay him compensation. I agree with our investigator that a total of £350 is fair here on top of the loss of use payment.

My final decision

My final decision is that I uphold this complaint. Royal & Sun Alliance Insurance Limited should:

- pay Mr B a total of £350 compensation on top of its loss of use payment.

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

Mike Waldron
Ombudsman