

The complaint

Miss M complained that Royal & Sun Alliance insurance Limited failed to repair her Motability car in a timely fashion under her motor insurance whilst noting the alternative car wasn't suitable and it failed to communicate with her effectively.

What happened

Miss S was involved in an accident on 2 December 2022 and her car was recovered by a nationwide recovery and assistance company. They mislaid her car for some weeks and when it eventually located the repairs took until May 2023 to be completed. At that point Miss M complained that her car was returned with mould and mud. And she complained about the lack of communication and updating throughout the process.

RSA acknowledged its communication fell short and it ultimately paid her a total of £250 compensation, but otherwise it didn't think it had done anything wrong. Miss M remained dissatisfied and brought her complaint to us. The investigator was of the view that RSA took too long to repair the car and it should pay Miss M a further £350 compensation and pay for a full showroom quality valet of her car.

RSA disagreed and it felt it wasn't its fault the repair took so long given industry wide delays on getting parts and it was of the view that it was nothing to do with it that her hire car for the duration wasn't suitable.

So, Miss M's complaint 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 this complaint and I'll now explain why.

Miss M is disabled and is entitled to a Motability car. This in turn identifies Miss M as vulnerable. Plus, because she has her car under the Motability Scheme and that she must be insured by RSA, this also puts her in a special position and one where RSA needs to take more care.

Her car and insurance for that car are supplied and insured under slightly different rules. Her policy specifically says Miss M would be entitled to an 'alternative car' to provide continuous Motability under the Motability scheme. Miss M complained that her 'alternative car' wasn't suitable for her needs. This is something Miss M should take up with the Mobility Scheme providers direct. In this decision I shall simply deal with the duties of RSA in repairing Miss M's car.

I've seen no evidence to support what RSA has said that the delay in repairing Miss M's car was due to industry wide problems in sourcing the parts required to repair Miss M's car. There is no detail of what parts couldn't be sourced or what parts were unavailable for however long. Whilst I don't discount there may well have been some delays at times, I don't consider this explains a delay of over five months to repair Miss M's car which I consider was very excessive. More so since it was a Motability car and Miss M was a vulnerable customer. There's also the issue that for some reason, RSA had no idea where Miss M's car was being stored for some considerable time which added to this gross delay in repairing her car.

RSA itself acknowledged its communication with Miss M and its service was poor as it ultimately paid her £250 compensation. When Miss M received her car back finally it smelt of damp and had mould and the interior was muddy. This is unsurprising given the excessive length of time RSA and/or its repairers had her car. RSA will note that Miss M complained that the tracker on her car showed her car was being driven and moved about during the time when RSA didn't know where it was stored also. RSA didn't always listen to the extent of Miss M's complaints in dealing with her which the investigator detailed following its disagreement with his view. I think it's fair and reasonable to hold RSA and its repairers responsible for the state of her car following the repair and I agree RSA should pay for a full showroom standard valet of her car.

Although I'm not holding RSA directly responsible for the courtesy car whilst hers was being repaired as that's more right against the Motability provider under provisions of the agreement, I do consider its care and service to Miss M to fall well below the standard it ought to have endeavoured to provide to her, to include returning a clean car. Therefore, I consider the further compensation suggested by the investigator of a further £350 to be fair. More so because under all the Motability issues Miss M must be insured by RSA under this scheme and isn't permitted to be insured by any other insurer. I consider this confers a further duty of care to its consumers including Miss M.

My final decision

So, for these reasons, it's my final decision that I uphold this complaint.

I now require Royal & Sun Alliance Insurance Limited to do the following:

- Pay the costs of a full showroom standard valet of Miss M's car.
- Pay Miss M the further sum of £350 compensation in addition to the £250 it already paid her for the trouble and upset it caused her in the excessive delay in repairing her car.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss M to accept or reject my decision before 6 November 2023.

Rona Doyle
Ombudsman