

The complaint

Ms H complains that Royal & Sun Alliance Insurance Limited (RSA) hasn't repaired her car following a claim made on her motor insurance policy. She wants her car repaired, reimbursement of her alternative travel costs, and compensation for her trouble and upset.

What happened

Ms H complained to us four weeks after her car was damaged. She said RSA hadn't yet repaired it or provided her with an alternative. She explained that this was having an impact on her work, and this was causing her stress. She had some taxis paid for, but this wasn't reliable. She was unhappy with the lack of information from RSA and its agents. And she was unhappy that RSA hadn't made reasonable adjustments to provide accessible communications to accommodate her disability.

Our Investigator recommended that the complaint should be upheld. He couldn't consider Ms H's concerns about a loss of use payment, or the hire car provided. He thought RSA should have contacted Ms H by email only. He thought RSA should have repaired the car or provided Ms H with an alternative whilst awaiting repairs. And he thought RSA should have done more to keep Ms H updated. So he thought it should pay her £200 compensation for the trouble and upset caused.

RSA agreed to do this. But Ms H thought the extra running costs she incurred for the hire car should be considered and the compensation payment was too low for the trouble and upset caused over six weeks.

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.

Ms H made a claim on her policy after she damaged the passenger-side wheels of her car. She said she was concerned that the car wasn't safe to drive and so she hadn't used it again. Ms H contacted us recently to say that her car still hadn't been taken for repairs, over five months after it was damaged. She has raised a new complaint about this with RSA. I can understand that this must be frustrating and stressful for her.

As our Investigator has already explained, I can only consider here those concerns Ms H has already raised with RSA and so given it a chance to respond. So I can consider here the lack of contact from RSA and its agents, the lack of reasonable adjustments to communications, and the lack of a courtesy car during the first four weeks of her claim.

RSA has a duty to deal with claims promptly. I can see that RSA referred the claim to its repairer after it was received, but this wasn't acted on due to lack of availability. RSA said this was due to the global and national situation. But this left Ms H without transport. Page 27 of RSA's agent's policy booklet states:

"Replacement car

While repairs are being carried out, we will do our best to keep you mobile with a temporary replacement vehicle or another suitable option."

So Ms H wouldn't usually be provided with a replacement car until her car was taken for repairs. But I don't think it's reasonable for RSA to expect Ms H to wait indefinitely for her car to be taken for repairs. And I think it should reasonably have looked at other options such as a courtesy car, an alternative repairer or cash instead of repairs so that Ms H could have her own garage fix her car. But it didn't. And so Ms H was kept waiting without transport until taxis were provided for some of her journeys.

RSA did eventually provide Ms H with a courtesy car so that she remained mobile. Ms H said this car was costing her more to run than her own car. But RSA said this wasn't covered by her policy's terms and conditions as there was no "like for like" provision and no cover for additional running costs. So I can't reasonably ask RSA to pay these costs.

The repairer tried to contact Ms H by phone after Ms H had made it clear to RSA that she required email contacts. I can see that RSA raised this with the repairer when Ms H complained and so it corrected this promptly. But Ms H said she had to press RSA and the repairer to make reasonable adjustments for her communication needs. And I think she shouldn't have needed to do this.

During the early part of her claim, Ms H didn't receive the expected contacts from the repairer. And RSA didn't follow up the claim with her or try and keep her mobile. I think this was poor service. I think this, the lack of accessible communications and the lack of information about what she could expect caused Ms H stress and frustration that could have been avoided.

Our Investigator recommended that RSA should pay Ms H £200 compensation for this trouble and upset. And I think that's fair and reasonable as it's in keeping with our published guidance for the impact these errors had.

Putting things right

I require Royal & Sun Alliance Insurance Limited to pay Ms H £200 compensation for the distress and inconvenience caused by its level of service, as it's already agreed to do.

My final decision

For the reasons given above, my final decision is that I uphold this complaint. I require Royal & Sun Alliance Insurance Limited to carry out the redress set out above. Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 15 January 2024.

Phillip Berechree
Ombudsman