

The complaint

Mr K complains about delays and the repairs that Royal & Sun Alliance Limited (RSA) made to his car following a claim on his motor insurance policy. He's also unhappy that he wasn't provided with a courtesy car. He wants a refund of his payments and compensation.

What happened

Mr K's car was damaged in an incident, but RSA said it was still driveable. After two months, RSA took the car for repairs. Mr K said it was returned with further damage and he was without a car whilst the repairs were carried out. RSA's repairer accepted that further damage had been caused. It ordered parts and tried to contact Mr K. RSA offered Mr K £300 compensation for his trouble and upset.

our investigator's view

Our Investigator didn't recommend that the complaint should be upheld. She thought the car was still drivable after the incident and so the delay didn't cause Mr K much disruption. Mr K wasn't entitled to a courtesy car until his car was taken for repairs. Mr K said the car's windows had been left open, but she couldn't see that this had any impact. The repairer tried to contact Mr K to rectify the additional damage, but it received no response. She couldn't see evidence that Mr K hadn't been provided with a courtesy car during the repairs. She thought RSA's compensation offer was fair and reasonable.

Mr K replied that he didn't agree and so the complaint has come to me for a final decision.

my provisional decision

After considering all the evidence, I issued a provisional decision on this complaint to Mr K and to RSA on 22 August 2023. I summarise my findings:

I could understand that Mr K felt frustrated by how his claim had been handled. I was sorry to hear about the stress this caused him and that he had been unwell. Mr K said he was without a car for five months from June 2022 to November 2022. He said the courtesy car provider kept delaying the provision of a car and he couldn't meet his needs as he lived in the countryside. And then he found additional damage to his car, and he had to wait for parts to arrive for this to be fixed.

Mr K said he had to make £1,800 payments for the car during the five months, and he spent £1,200 on alternative transport. He wanted RSA to reimburse these costs.

Our approach in cases like this is to consider whether the insurer's acted in line with the terms and conditions of the policy and fairly and reasonably.

Mr K was unhappy with delays in providing him with a courtesy car. Mr K's policy provided for a replacement car whilst repairs are carried out. From what I could see, the reported damage to Mr K's car was to the boot and bumper and the car was still driveable following the incident. So I couldn't say that RSA should have provided Mr K with a car before his was taken for repairs.

RSA looked for a repairer from 22 June 2022. And I could see that it contacted numerous repairers to undertake the work. One accepted it and contacted Mr K on 24 June 2022, and

Mr K provided images of the damage to his car. It then took about three weeks for repairs to be authorised by RSA, which I thought wasn't unreasonable.

RSA's repairer then contacted Mr K to arrange a date for the car to be collected. Parts were ordered two weeks later and arrived on site. Two weeks later, the repairer contacted Mr K to arrange to collect his car on 21 September 2022, but this had to be deferred by one day due to traffic.

RSA accepted that there was a two month delay in arranging a booking in date after the repairs were authorised. It said this was due to its repairer's capacity issues and then with the supply of needed parts. But Mr K was still mobile in this time. And, whilst I appreciated his frustration, I couldn't say that this caused any loss that warranted compensation. So I didn't require RSA to reimburse Mr K for his car payment costs.

But RSA did pay him £300 compensation for the trouble and upset caused by this delay. And I thought that was in keeping with our published guidance, so I thought that was fair and reasonable.

It then took about two weeks for the repairs to be made and for Mr K's car to be returned to him. I thought that was fair and reasonable.

When the car was returned, Mr K said the windows had been left open and the repairer said a trim was damaged. Mr K provided photographs to RSA. The repairer couldn't see any interior damage caused if the windows had been left open. And I hadn't seen any evidence to confirm that damage was caused. But it ordered a new part and, a month later, fitted it so the rectification was made. This was delayed as Mr K was unavailable and I thought the repairer reasonably tried to contact him.

Mr K said he also noted new paint damage and dents. RSA said these were present when the car was collected from Mr K and Mr K had then signed the check in sheet. But I hadn't seen any evidence to support this. But neither had I seen any evidence to show that the garage caused further damage to the car whilst it carried out repairs. Mr K provided photographs and I could see that RSA's repairer reviewed these but couldn't see any additional damage.

We're not engineers. We don't assess whether or how damage to a vehicle would be caused as this is a matter for the experts in these situations, the insurance companies and engineers. Our role in these complaints is to determine whether an insurance company has considered all the available evidence and whether it can justify its decision to not pay for additional repairs.

Mr K said he was taking his car to a dealer's garage for review, but I hadn't seen that he provided a report to RSA. So I couldn't say that RSA had any evidence of further damage caused by the repairer that required rectification. So I couldn't say that it needed to pay for any further repairs to Mr K's car.

Mr K said he wasn't provided with a replacement car whilst his was being repaired. I looked at RSA's file and I couldn't see any evidence to show that the repairer provided a replacement car (it collected and dropped off Mr K's car, but it didn't drop off and collect a replacement). And I hadn't seen that RSA paid for hire.

RSA then agreed that Mr K wasn't provided with a courtesy car whilst his car was being repaired. So I thought it should arrange for Mr K to be compensated for about two weeks' loss of use. Mr K's car was specialised, and so I thought RSA should reasonably compensate him at the rate of £20 a day for his loss of use.

Subject to any further representations from Mr K and RSA, my provisional decision was that I intended to uphold this complaint in part.

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.

Mr K didn't respond to my provisional decision. But RSA replied that it accepted it. So, as I've not received any further representations to consider, I can see no reason to change my provisional decision.

Putting things right

I require Royal & Sun Alliance Limited to pay Mr K compensation at the rate of £20 a day for his loss of use whilst his car was being repaired.

My final decision

For the reasons given above, my final decision is that I uphold this complaint in part. I require Royal & Sun Alliance Limited to carry out the redress set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr K to accept or reject my decision before 23 October 2023.

Phillip Berechree
Ombudsman