

The complaint

Mr M complains Royal and Sun Alliance trading as RSA (RSA) did not complete satisfactory repairs to his car after he made a claim on his motor insurance policy. He is also unhappy with the delays to his car being repaired by his chosen garage.

There are several parties and representatives of RSA involved throughout the complaint but for the purposes of this complaint I'm only going to refer to RSA.

What happened

In June 2022 Mr M's car was damaged in an incident. He made a claim on his motor insurance policy that he held with RSA.

RSA arranged for the repairs to his car to be undertaken by its approved repairer.

When Mr M went to collect his car he found some of the work was not complete and also found additional damage to the car. RSA's approved repairer made a number of attempts to repair the car and return it in the pre accident condition, but Mr M said the repairs were still not satisfactory.

Mr M put his car into storage.

An independent inspection of Mr M's car was undertaken, which found the repairs unsatisfactory. RSA agreed he could find his own garage to complete this. Mr M obtained an estimate for the required work and RSA approved it.

As Mr M had put his car into storage, costs were due and there was dispute on who was liable for these costs. This caused further delays to completion of the repairs to Mr M's car.

As Mr M was not happy with RSA, he brought the complaint to our service.

After Mr M brought his complaint to our service RSA agreed to cover the storage and transport charges. It also offered £500 compensation in respect of the poor repairs, delays and upset caused.

Our investigator upheld the complaint. They looked into the case and said it was appropriate for RSA to allow Mr M to choose his own repairer after its own repairer failed to repair the authorised damage and also caused further damage. They said the delays to the repairs starting at Mr M's chosen repairer was due to agreeing settlement of the storage costs for Mr M's car. They said as RSA agreed to cover these costs although it was not obligated to do so, this was fair. They said the offer of £500 in recognition of the distress and inconvenience caused was fair for the issues encountered at RSA's repairers.

As Mr M is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

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.

I looked at the timeline of Mr M's claim. He completed an online claim form after the incident in June 2022 and the claim progressed with questions from RSA's approved repairer and courtesy car provider.

I saw the car was driveable and Mr M did not initially need a courtesy car. As Mr M was going on holiday he requested the repair work was not booked until his return.

In September 2022 Mr M found further bodywork damage to his car and made two more claims on his motor insurance policy. These claims were also authorised by RSA. In mid-October 2022 Mr M contacted RSA to get all the repair work completed. The car was taken into RSA's approved repairer on 30 November 2022, and he collected a courtesy car.

Whilst Mr M's car was at the approved repairer I saw contact was attempted by the repairer to Mr M. I also saw Mr M rang, and also visited, the repairer a number of times to find out progress of repairs. He found the repair work was not completed to a satisfactory standard. Some of the repair work required for the car to be taken to a third-party specialist for paint protection work to be undertaken. I saw Mr M also visited here to inspect his car and at the start of February 2023 as he was not happy with the standard of repairs to his car, he moved it into secure storage. He said this was to protect his car from further damage.

I saw in February 2023 an independent inspection carried out on Mr M's car found the repairs to be of poor standard. Based on this inspection RSA agreed Mr M could get the repairs completed at a garage of his own choice.

Mr M's chosen repairer submitted an estimate for the bodywork, and I saw Mr M contacted RSA a number of times to seek authorisation of the estimate so the repairs could be completed. I accept this was time consuming and frustrating for Mr M. The repairs were authorised in early April 2022.

As Mr M had put his car into storage and costs had been incurred there was a dispute about who was liable for the storage costs which also caused a delay. I cannot hold RSA entirely responsible for this as Mr M had removed the car from the paint specialist and put it into storage without discussion with RSA.

RSA agreed to cover the storage and transport charges for Mr M's car, which were more than £500, after he brought his complaint to our service. I think this is fair and it enabled the repairs to then progress. It also accepted its approved repairer had completed a poor standard of repair and it had caused delays.

I agree the poor workmanship by RSA's approved repairer and its poor communication during the period in which the repairs were due to be completed caused distress and significant inconvenience to Mr M. And I think the £500 offered by RSA is fair in the circumstances of this complaint and is in line with our services guidance.

Therefore, I uphold Mr M's complaint and RSA should pay the £500 it has offered in respect of the poor repairs, delays and upset caused.

My final decision

For the reasons I have given I uphold this complaint.

I require Royal and Sun Alliance trading as RSA to pay Mr M £500 compensation in respect of the poor repairs, delays and upset caused.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 16 November 2023.

Sally-Ann Harding
Ombudsman