

The complaint

Mr W complains that Royal & Sun Alliance Insurance Limited mishandled a claim on a motor insurance policy.

What happened

The subject matter of the claim and the complaint is a car made by a popular car-maker. When it was new in August 2022, Mr W got the car on contract hire from a company that specialises in providing vehicles for disabled people. I will refer to that company as “the operations company”.

For the year from late August 2022, RSA and the operations company provided cover for the car.

Unfortunately, Mr W reported that in mid-March 2023, a third party vehicle had hit his car and failed to stop.

In late April 2023, Mr W chased RSA about his claim.

On about 2 May 2023, Mr W contacted RSA again and said his car’s safety distance sensors weren’t working and the car was braking without warning.

RSA or the operations company arranged repairs to Mr W’s car and provided Mr W with a courtesy car.

In mid-July 2023, the repairer returned Mr W’s car to him. He wasn’t happy with the state of it.

In September 2023, RSA got a vehicle assessor to inspect the car. Mr W got a replacement car, but it was faulty and also had to be replaced.

Mr W brought his complaint to us in early November 2023.

Our investigator said that we could only deal with events up until 30 November 2023 - the date RSA provided us its case file.

Our investigator recommended that the complaint should be upheld in part. He thought that RSA had failed to register the complaint promptly. He also thought that RSA hadn’t fairly considered Mr W’s concerns about damage to a personal item. The investigator recommended that RSA should pay Mr W £200.00 compensation.

Mr W disagreed with the investigator’s opinion. He asked for an ombudsman to review the complaint. He says, in summary, that:

- RSA has lied.
- £200.00 is disrespectful.

- He asks for a lot more time to get a solicitor or barrister.
- He is an ill disabled vulnerable person. His partner is ill. He has a disabled boy and a girl.
- He doesn't have money.
- He feels discriminated against.
- He feels attacked and that he and his family are unsafe.

RSA accepted the investigator's recommendation.

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.

Scope of this decision

The Financial Ombudsman Service is bound by the Financial Conduct Authority's dispute resolution rules.

We can deal with a consumer's complaint about regulated activities by a regulated financial firm.

One of the rules is that, before we can investigate a consumer's complaint, the consumer must first have made that complaint to the regulated firm and waited for up to eight weeks for a final response.

Also, we operate a two-stage process under which an investigator gives an opinion, and an ombudsman gives a decision.

The investigator investigated points of complaint that Mr W first made before 30 November 2023. Similarly, my decision deals with such points of complaint.

We are obliged to deal with complaints without unnecessary delay. We operate informally and we don't expect consumers to require legal assistance. So I don't consider that I should wait for Mr W to get a solicitor or barrister.

The Cover

The cover booklet makes a distinction between "insurance" provided by RSA and "cover" provided by the operations company.

RSA provided insurance against liability to third parties.

RSA didn't provide insurance for the repair of damage to Mr W's car. The operations company provided cover for that.

RSA also provided uninsured loss recovery insurance and legal expenses insurance.

RSA also provided insurance for serious personal injury such as loss of an eye or a limb.

The incident

I accept that Mr W regarded the third party as having committed an attack on him and members of his family in the car. The incident and the need to make a claim were, in my view bound to cause Mr W distress and inconvenience.

Claim against third party

Mr W expected RSA or the operations company to report the third party's driving to the police. I don't consider that RSA treated Mr W unfairly by declining to do that.

Mr W expected RSA or the operations company to take paint samples from his car and to try to get paint samples from the third party's car. I don't consider that RSA treated Mr W unfairly by not doing that.

One of Mr W's emails said that he walked out of a medical check. But RSA didn't provide medical insurance. And I haven't seen enough detail to show that RSA was responsible for mishandling a personal injury claim against the third party.

Repairs

As at 30 November 2023, RSA had obtained a report from the vehicle assessor. It had agreed to refer bodywork issues back to the repairer and to refer electrical issues to a main dealer.

In any event, I consider that it was the operations company rather than RSA that was responsible for the repair of Mr W's car. So I don't hold RSA responsible for the quality of the repairer's work.

Faulty replacement vehicle

I consider that it was the operations company rather than RSA that was responsible for providing the replacement vehicle. So I don't hold RSA responsible for the quality of the replacement vehicle.

Personal item

RSA hasn't investigated or responded to Mr W's complaint that the repairer damaged a personal item of sentimental value that he had left in the car. So I accept Mr W's statement that the repairer did such damage.

However, I consider that it was the operations company rather than RSA that was responsible for the repair of Mr W's car. So I don't hold RSA responsible for the damage done by the repairer.

Communication and complaint- handling

Complaint- handling isn't itself a regulated activity.

Nevertheless, I've noted that RSA didn't log Mr W's complaint for two or three weeks.

RSA must've known that Mr W was living with disability. I don't see any evidence that RSA set out to treat Mr W less well than any other customer. However, it should've been clear to RSA that – in communicating with Mr W – it needed to take extra care to understand his concerns and to give clear explanations.

In particular, within eight weeks after the complaint, RSA should've provided a final response. I don't condone its failure to do so.

However, we don't assess compensation at a level intended to punish or deter unfair acts or omissions. Rather we look at their impact on the complainant.

Putting things right

I've seen that the shortcomings in RSA's communication had caused Mr W extra distress and inconvenience at an already difficult time for him. That had gone on for about nearly nine months by the time Mr W brought his complaint to us.

Whilst I'm deeply sorry that Mr W regards it as disrespectful of him, I agree with the investigator that £200.00 is fair and in line with our published approach to compensation for distress and inconvenience.

My final decision

For the reasons I've explained, my final decision is that I uphold this complaint in part. I direct Royal & Sun Alliance Insurance Limited to pay Mr W £200.00 for distress and inconvenience.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 12 March 2024.

Christopher Gilbert
Ombudsman