

The complaint

Mr M complains about how Royal & Sun Alliance Insurance Company (RSA) handled repairs to his vehicle from a claim made under his motor insurance policy following a collision.

Any reference to RSA in this decision includes their agents.

This decision covers Mr M's complaint about how RSA handled the issues arising with repairs to his vehicle, which he was provided with under the Motability Scheme (the Scheme). It covers the actions of RSA as the insurer of the vehicle under the Scheme – it doesn't cover the provision of the vehicle itself under the Scheme, nor the actions of the Scheme Operator (a separate business to RSA)..

This decision also doesn't cover Mr M's complaint about discrimination and other issues going back a number of years, made after RSA issued their final response. That complaint is the subject of a separate investigation by this Service.

What happened

The following is a summary of events in this case, the detail of which is well known to Mr M and to RSA.

In March 2023 Mr M was involved in a collision. He contacted RSA to tell them about the collision and lodge a claim. RSA appointed their network provider (MRN) to arrange repair of Mr M's vehicle. MRN attempted to contact Mr M, but there was a disagreement and Mr M asked them not to contact him again on his number. Mr M contacted RSA the following month, saying he hadn't heard from MRN, so RSA asked them to contact him. Mr M contacted RSA again the following month to say there was no update from MRN.

RSA followed up with MRN but could see a repairer hadn't been allocated to repair Mr M's vehicle so chased them again. Mr M then lodged a complaint that a repairer hadn't been allocated. MRN said they'd contact Mr M, but if they had a repeat of the earlier disagreement they would refer the matter back to RSA. RSA then authorised Mr M to engage his own, nominated repairer in June 2023. RSA also referred the complaint back to MRN and closed it, despite there being no resolution.

RSA subsequently reopened the complaint, which they upheld in part. They noted Mr M raised an informal complaint with the repairer of his vehicle in June 2023 about delays in the repairs, but it wasn't referred to RSA and the complaint was closed prematurely. Mr M was also wrongly advised to approach this Service before RSA had issued a final response. On using a nominated repairer, RSA said they would only discuss using a customer nominated repairer if other avenues had been explored. Using a nominated repairer meant drawbacks, including repairs not having a lifetime guarantee, hire car entitlement or collection/ delivery.

RSA acknowledged there delays whilst Mr M's vehicle was in a queue to be allocated to a repairer within MRN's network, which meant Mr M had to nominate a repairer. RSA said the delay was due to repair capacity issues in Mr M's area, including shortages of replacement parts and reduced workshop capacity which affected the number of vehicles that could be

repaired, and the time taken for repairs. RSA couldn't be held responsible for these wider issues but acknowledged the impact on Mr M and apologised for the number of calls he'd had to make. RSA also apologised for any upset caused to Mr M by being told to 'just wait' when he'd contacted them. RSA also acknowledged a network repairer (C) should not have been assigned to repair the vehicle, given previous poor experience Mr M had with them.

RSA concluded the level of service Mr M had received wasn't sufficiently reflected in the £100 compensation awarded earlier. So, they increased their compensation award to £500.

Mr M then complained to this Service, unhappy at RSA's final response, delays in his vehicle being repaired and the service from RSA.

Our investigator didn't uphold the complaint, concluding RSA didn't need to take any further action. She acknowledged Mr M had submitted a subsequent reply to RSA's final response, setting out issues he'd experienced from policy inception and alleging discrimination against him. She said the issues raised would be considered under a separate complaint.

Regarding the issues in his original complaint, she noted the sequence of events up to RSA's final response. She thought £500 compensation was fair and reasonable. While the repairs were delayed, Mr M's vehicle was driveable, so he had use of it while waiting.

Mr M disagreed with the investigator's view and requested an ombudsman review the complaint. He said the investigator hadn't considered all aspects of his complaint, including misuse of his personal data. He didn't accept he'd been abusive when first contacting MRN and there had been communication difficulties with the call handler. He'd contacted RSA several times a week to see what was happening with the repair of his vehicle and only in June 2023 was he told he could nominate his own repairer. They had subsequently been able to repair his vehicle quickly and a hire car was provided (through the Scheme, not RSA) whilst his vehicle was in for repair. During which time he'd been contacted by C, with whom he'd previously had a bad experience repairing a previous vehicle he'd had. He also didn't think the £500 compensation awarded by RSA was sufficient.

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.

My role here is to decide whether RSA have acted fairly towards Mr M. In doing so I've borne in mind what Mr M has told us about his circumstances and his vulnerability. I've taken this into account when thinking about the impact on him from what happened in this case.

The main issue in Mr M's complaint is the delay in his vehicle being repaired. RSA have acknowledged significant shortcomings in the service they've provided to Mr M, for the reasons in their final response and awarded Mr M £500 in compensation.

In considering Mr M's complaint, what doesn't seem to be an issue is the quality of the repairs carried out by his nominated repairer – it's the time taken to get to the stage of Mr M nominating a repairer, with the consequent distress and inconvenience to him. I would also note that while I haven't set out the full detail of all the points raised by Mr M that fall within the scope of this decision, I've carefully considered all the evidence, information and representations he's made, as well as those from RSA.

Before looking at these issues, I've considered the point about what Mr M says is misuse of his personal data, including being passed by RSA to third parties, such as MRN. Complaints about potential misuse of personal data and breaches of the relevant data protection

legislation isn't something that falls within the remit of this Service. If Mr M has concerns, that would be a matter for the relevant authority. In this case it would be the Information Commissioner's Office (ICO), should Mr M wish to pursue these issues further.

Similarly, complaints handling also isn't a regulated activity that falls within the remit of this Service, unless relevant to the specific issues raised in the complaint.

Coming back to the main issue, I've looked at the sequence of events from first notification of the collision by Mr M, through to the decision to ask him to nominate his own repairer and the complaint to RSA and their final response. Taking what Mr M has told us alongside RSA's claim notes it's clear the repair of his vehicle wasn't actively progressed by MRN to the point of allocating an approved repairer from their network. I can also see a significant number of contacts from Mr M to follow up what was happening from the notification of the collision in March 2023 through to June 2023. In turn I can see RSA following up with MRN, but not leading to positive action to allocate Mr M's vehicle to an approved repairer.

RSA agreed for Mr M to nominate his own repairer in June 2023, over two months after the notification of the collision. The case notes indicate RSA following up with the nominated garage about progress with the repairs in July 2023 and authorisation of the garage's invoice for payment in August 2023.

Taking all these points into account, I've concluded Mr M suffered significant delays in having his vehicle allocated for repair, until told he could nominate his own repairer. While RSA's final response points to issues with the supply of parts and repair industry capacity, it also seems there was an issue between MRN and Mr M stemming from their initial contact, with MRN deeming Mr M abusive and him asking them not to contact him. Whatever the reasons, the result was delay in allocating his vehicle for repair and consequent distress and inconvenience to Mr M.

So, I've concluded RSA didn't act fairly towards Mr M because of the delays, causing him significant distress and inconvenience. RSA awarded £500 in compensation. I've considered this against the published guidelines of this Service when considering awards for distress and inconvenience. It's clear the impact of what happened caused substantial distress, worry, and upset to Mr M over a period of several months before his vehicle was repaired.

I've also considered the impact on Mr M as a vulnerable consumer, given the nature of his disabilities and the fact he is eligible for a vehicle under the Motability Scheme. While his vehicle may have been driveable (and it appears he was provided with a hire car whilst his vehicle was in for repair) his vulnerability would have meant the impact for him was greater.

Taking all these factors into account, I think RSA's award of £500 compensation is fair and reasonable and is in the range our Service would expect for such awards. So, I won't be asking them to increase the award, which I would now expect them to pay Mr M if they have not already done so.

My final decision

Royal & Sun Alliance Insurance Company has already made an offer to pay £500 to settle the complaint and I think this offer is fair in all the circumstances.

So my decision is that Royal & Sun Alliance Insurance Company should pay Mr M £500 (assuming they haven't already done so).

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 18 April 2024.

Paul King
Ombudsman