

The complaint

Mr L complains Royal & Sun Alliance Insurance Limited unfairly refused to cover damage to his car.

Mr L's been represented for the complaint. For simplicity I've referred to the representative's actions and comments as being those of Mr L.

What happened

In October 2023 Mr L's car was damaged when hit in the rear by a third-party vehicle. He claimed against his RSA motor insurance policy. RSA accepted the claim and arranged repairs, to the rear-end of the vehicle, through one its approved repairers (AR).

After collecting the car from the AR, Mr L was unhappy with its condition. It was undriveable with an illuminated engine warning light. In summary he felt the AR to be responsible for additional damage to the front-end of the car – including to radiator hosing. For simplicity I'll refer to the relevant damage as 'front-end damage'. Mr L complained about the front-end damage, being misled by RSA that it would be covered and the attitude of its staff member.

RSA responded to Mr L's complaint. It said the front-end damage wasn't accident related – so not covered by the policy. Neither did it accept it was caused by its AR. RSA did apologise for having incorrectly indicated the front-end damage may be covered. In total it offered £200 compensation. It suggested Mr L could, if he wished, provide an independent report on the front-end damage.

Mr L wasn't satisfied with that response, so referred the complaint to the Financial Ombudsman Service. He wants RSA to reimburse him what he paid to repair the front-end damage.

Our Investigator felt RSA's decision not to cover the front-end damage under the terms of the policy was fair. She wasn't persuaded RSA's AR was responsible for it. So she didn't recommend it reimburse Mr L for the repairs. She said RSA had provided some poor service, but felt the compensation already offered was enough. As Mr L didn't accept that outcome the complaint was passed to me to decide.

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.

As this is an informal service I'm not going to respond here to every point or piece of evidence Mr L and RSA have provided. Instead I've focused on those I consider to be key or central to the issue. But I would like to reassure both that I have considered everything submitted.

To require RSA to reimburse the cost of the front-end damage repairs I'd need to be persuaded it was likely covered by the policy – or that RSA (or its agent the AR) was

responsible for it through some failing or omission. Having considered the available evidence I'm not persuaded of either.

Section 2 of Mr L's policy covers 'damage' to his car. I'm satisfied there was damage to the front-end. But the policy excludes damage or loss caused by wear and tear.

Mr L denies the cause is wear and tear. He said the car didn't, before the collision, have a problem with the front-end. The car had been driven without issue before the collision. He has reported that his garage, that repaired the front-end, identified the cause as someone sitting on a hose to cause a break at both ends. I'm not sure he has said it directly, but I presume Mr L feels an AR technician sat on the hose.

RSA's senior engineer's opinion is that the rear impact of the collision wouldn't be sufficient to damage the radiator. In addition he said repairs to the rear end wouldn't have required AR technicians to work in the vicinity of the front-end.

RSA's engineers have also said the front-end damage is a wear and tear issue – with the existing poor condition of the relevant parts being highlighted by the collision. Having considered everything I find that's the most persuasive account.

Photos show corrosion to one of the damaged hosing ends. Considering the age of the car, around 15 years, that's most likely wear and tear – not something caused by the collision or the AR. Photos show the other end as a cracked or fractured plastic elbow. I accept that could have been caused directly by the collision or someone sitting on the part. But I don't accept either as the most likely cause. It seems more likely the plastic elbow had weakened over the 15-year life of the car – so wear and tear.

Mr L has said there wouldn't be two simultaneous breaks with wear and tear. But RSA's engineers have provided a reasonable explanation. The parts were already in poor condition, due to their age, before the collision. The impact of the collision highlighted that condition - the 'final straw' as described by RSA's engineers.

I accept in that circumstance the collision played a part in the damage – but it wasn't the dominant or main cause. The damage wouldn't have happened and repair wouldn't have been required, if it weren't for the existing poor condition. So the dominant or main cause is wear and tear – something that isn't covered by the policy nor can be considered the responsibility of the AR.

So RSA's decision not to cover the front-end damage or reimburse Mr L the cost is fair and reasonable. That means I'm not going to require it to cover the cost of the front-end damage repairs.

Mr L has complained about RSA misleadingly indicating it would cover the front-end damage. He also raised other customer service concerns with the insurer. Having considered the claim overall I'm satisfied the compensation already offered totalling £200 is enough to recognise the impact on him of any customer service failings he experienced. So I'm not going to require RSA to pay any additional compensation.

My final decision

For the reasons given above, I'm not upholding Mr L's complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 25 July 2024.

Daniel Martin
Ombudsman