

The complaint

Mr M has complained that Royal & Sun Alliance Insurance Limited (RSA) didn't repair his car properly following his claim under his motability motor insurance policy.

References to RSA include all its agents.

What happened

Mr M made a claim for the repair of his car which was taken to the approved repairer on 11 May 2023 and returned on 20 June 2023. Mr M said the repairs hadn't been completed properly.

RSA consequently asked the main dealer to check the brakes and the approved repairers also offered Mr M £300 as a cash in lieu payment for Mr M to get someone else to look at the brakes. Although there was a slight noise, no faults were found with the brakes, and it was thought that the slight noise might be from the hybrid system regenerating.

Mr M was given a courtesy car throughout this but kept having to chase the extension of the courtesy car every week which caused him inconvenience.

Mr M requested RSA to provide written confirmation that his car was safe to drive which he said RSA refused to do.

Mr M also claimed that as a result of this, he missed going on holiday. Plus, he incurred costs in getting a new motability car. Both of which he felt RSA was responsible for. Unhappy, Mr M brought his complaint to us. The investigator upheld Mr M's complaint. She thought it was unreasonable Mr M kept having to chase the courtesy car so she thought RSA should pay him £150 compensation. RSA agreed. However, the investigator didn't think RSA needed to do anything further.

Mr M disagreed so his complaint has been 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.

Having done so I'm upholding this complaint along the same lines as the investigator. I'll now explain why.

I also realise and appreciate Mr M will be very disappointed with my decision.

However, we are an evidence-based resolution service. We have asked Mr M several times for any evidence of his missed holiday. He said he sent the original correspondence to RSA. However, RSA said they have never received anything in connection with the missed holiday

and neither did Mr M say he was sending anything in. On the basis there is no evidence to show Mr M missed his holiday or lost the money he might have paid for the holiday booking I consequently can't consider this is a reasonable complaint point, so I won't be considering it.

Therefore, I will now deal with the remainder of Mr M's complaint.

I agree with the investigator that it was unreasonable for Mr M to have had to constantly chase and extend his car hire. More so since this was a motability insurance contract which means that Mr M was entitled to a motability car for cogent health reasons. Therefore, I agree RSA should pay compensation here and I'm pleased to note that RSA has now agreed to this. I consider the amount of £150 compensation to be the right level of compensation for such inconvenience and it's what I have awarded before in similar circumstances.

Turning to the car repairs, I consider RSA by also having the main dealer in addition to the approved repairer, inspect the car to determine the cause of the noise issue, fulfilled its duties under the policy. The cause of the noise couldn't be identified but far more importantly there was consequently nothing else wrong with the car either. It was deemed safe to drive. Therefore, I consider the offer of £300 as a cash in lieu payment for Mr M to continue the investigations into this noise in his car to be fair.

As Mr M didn't agree to this, he asked RSA to get the breakdown recovery service which came with his policy to provide written evidence that his car was safe to drive. But as RSA were separate from his breakdown provider this wasn't something RSA could actually do. RSA did however explain to Mr M he could use his own car for the holiday on the basis no one said his car was unsafe to drive; or he could ask the breakdown provider himself to inspect the car and do a safety check; or he could arrange a hire car but presently there were difficulties with the availability of hire cars so one might be not available on the day Mr M required it and he might have to wait a few days.

Given all the evidence about nothing being wrong with the car which could compromise its safety and the above options in addition, I consider RSA's approach in relation to the noise issue to be fair and reasonable in its efforts to try and help Mr M. I don't consider there was anything further it should have done here. More importantly I don't consider the actions of RSA were relevant to Mr M's decision to replace his motability car and neither do I consider RSA had any responsibility for Mr M's costs in doing so.

My final decision

So, for these reasons, it's my final decision that I'm upholding this complaint.

I now require Royal & Sun Alliance Insurance Limited to pay Mr M the sum of £150 compensation given he continually had to chase and extend the hire car when his own was being repaired.

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

Rona Doyle
Ombudsman