

## **The complaint**

Miss C complains about how Royal & Sun Alliance Insurance Limited ("RSA") handled repairs following a claim on her motor insurance policy.

## **What happened**

Miss C had a motor insurance policy with RSA covering her car.

In July 2023 she was involved in an incident and made a claim for the damage caused.

RSA arranged for her car to be repaired at one of its approved repairers.

Repairs took about three months. When her car was returned to her, Miss C found it was making some unusual noise. A breakdown company attended and found that the near-side front tyre was apparently catching on the wheel arch.

Her car was taken to a main dealer and then to the repairer and returned to her in late October.

About a week later, she thought her car was making more strange noises and pulling to the side. A recovery company found the off-side front wheel nuts were loose, along with some other issues.

Miss C complained to RSA about the repairer's actions. RSA upheld her complaint and paid her £500 compensation for her inconvenience in her car having to go back to the repairer.

Miss C remained unhappy. She said it placed her in danger, and she wanted an apology, for it to accept fault and pay additional compensation. She also doesn't want the particular repairer to work on her car again.

Our investigator looked into it and thought it wouldn't be upheld. He said he thought RSA's offer of compensation was fair and the evidence submitted to this service showed that the repairer had worked on the near side wheel, but it was the off-side one that was loose.

Miss C didn't accept the view and asked that her complaint was reviewed by an ombudsman. So it's been passed to me to make a final decision.

## **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'd like to assure Miss C that I've read all of the file of evidence carefully. I won't refer to all of it here and, instead, I will focus on what I think is the crux of her complaint against RSA.

Having done so, I'm not upholding Miss C's complaint and I'll explain why as I appreciate this will be a disappointment for her.

I can see Miss C asks that I consider the potential seriousness of the repairer's actions.

It's important I say that RSA are responsible for the actions of its repairer, as its agent.

I've looked at the timeline of events in Miss C's claim. At the centre of it is the potentially dangerous loose wheel nuts. These were discovered after an extended period during which Miss C's car was being worked on twice by the repairer.

Miss C has sent this service evidence from a main dealer saying it thought the previous repairs hadn't been carried out correctly. I can see from the letter that this relates to the near-side work mentioned earlier, rather than the off-side wheel nuts.

I've also looked at the repairer's evidence which clarifies that it did fit a new near-side front tyre in the original repair, but the tyre had a manufacturing defect. It replaced this tyre when the noise was referred back to them and it said it didn't carry out any other work, as the noise problem had gone away with the fitting of the new tyre. It also said it found no issues with the wheel alignment and noted that the main dealer wasn't able to check this alignment when Miss C had taken her car to it.

I've looked at the evidence from the repairer and the recovery company about the loose wheel nuts. The previous work was carried out to the front near-side wheel, but the report from the recovery company says the front off-side wheel nuts were loose.

Miss C has said that her car was pulling to the passenger side (the near-side) and the recovery operator tightened the nuts on that side.

I think it's fair I say that the inference here is that her car went back in for work on the near-side wheel area, which likely involved the removal and refitting of the wheel itself. So, the potential is that the repairer failed to refit the wheel correctly.

If the repairer failed to carry out the repairs correctly, that would mean RSA takes responsibility for the outcome.

Having read the file and looked at the reports I can see evidence from the recovery company that it found the off-side wheel nuts loose, rather than the near-side. I can see Miss C is sure that the operator worked on the near-side, and I understand her concern with this point, but the evidence shows me that the opposite nuts were loose.

I've also thought about the impact of the wheel nuts being loose. Ultimately, Miss C was fortunate she noticed the problem and notified a recovery company which was able to sort the issue out. And I understand it also noticed another issue with fluids in her car at the same time.

But I need to consider what actually happened, rather than what may have happened. And from the evidence I have, there was no damage to Miss C's car. I can see she was distressed about what took place, but there's no evidence linking the loose wheel nuts to the repairer's actions.

I can see RSA has paid Miss C £500 compensation in total for her inconvenience. I've thought carefully about this and considered this service's guidelines, and I think RSA's payment is fair and in line with those.

Miss C has asked that the particular repairer isn't able to work on her car again and I think this is a reasonable request. In the event Miss C needs to have work done on her car again I'm sure she can ask RSA to use an alternate repairer and explain why, and I'd like to think it

will agree to her request.

### **My final decision**

For the reasons set out above, it's my final decision that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss C to accept or reject my decision before 4 October 2024.

Richard Sowden  
**Ombudsman**