

The complaint

Mr M has complained about the service provided by Royal & Sun Alliance Insurance Limited ('RSA') following his claim under his car insurance policy. For the avoidance of doubt, the term RSA includes its contractors and representatives for the purposes of this decision.

What happened

Mr M unfortunately had a car accident in July 2023. He was insured with RSA at the relevant time. He submitted his claim to RSA, and it duly accepted and processed his claim. Mr M's car was taken to RSA's approved garage and returned to him in August 2023; however, Mr M wasn't happy about the standard of work carried out. He felt that the garage had failed to complete repairs from the accident, and indeed that it had caused further damage. An initial complaint about the standard of work resulted in a resolution as recorded by this service in January 2024. It was agreed that the car would be sent back to the garage to carry out rectification work and to discuss certain unconfirmed issues and to pay £250 compensation.

Mr M said he'd been chasing resolution of these issues since his car was returned from the garage, but without satisfactory response. He said that the list of repairs approved by RSA in February 2024 were incomplete, and the garage, in turn, said it would only repair what RSA authorised. Mr M was seeking to have the outstanding damage fixed and compensation for depreciation in the value of his car. He also wished to be reimbursed for on-going costs as he'd wished to sell the car. He said the situation caused a lot of distress and inconvenience, and he always had to chase RSA for responses, which usually took two weeks.

RSA accepted that there had been further service failures for the period in question, being the period after January 2024, and it offered Mr M a further £300 in compensation for the distress and inconvenience caused during this period, and a modest amount in relation to certain repairs.

Mr M remained unhappy, as he wanted RSA to pay compensation for the distress and inconvenience caused, and he wanted the repairs to be carried out, or sufficient compensation to arrange the repairs himself. The matter was referred back to this service and two investigators reached the same view, that RSA had done enough in response to the acknowledged service failures by paying further compensation.

Mr M was unhappy with the outcome of his complaint to this service and the matter has now been referred to me to make a final decision in my role as Ombudsman.

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.

The key issue for me to determine is in relation to the period after January 2024 is whether RSA's response to Mr M's further service concerns had been fair and reasonable. I'm satisfied that RSA did act in a fair and reasonable manner, and I'll explain the reasons for this decision.

I turn to the submissions of the parties, summarised as follows. Mr M was dissatisfied with the quality of the work carried out to his car by RSA following his unfortunate accident. Mr M said that he'd been chasing RSA for several months, that it was slow to respond, and he was still left with a damaged car. Mr M eventually heard from RSA at the end of February 2024 stating that the approved garage wanted to book the car in again to repair the outstanding repairs. Mr M responded to say that RSA hadn't authorised all relevant issues, and again, he had to chase a response. He felt he was being forced to keep and maintain a vehicle (to include paying for upkeep, tyres, MOT and services) that he'd been wanting to sell, possibly in part-exchange for a bigger car after it had been repaired. The car had since cost thousands of pounds in upkeep, including depreciation.

Mr M said that the car had been returned to the garage in July 2024 to give it a chance to fix the damage, but he said it had failed. He therefore refused to allow it to take the car for a third time, and he considered that *'they are incapable of carrying out a job completely'*. He therefore asked for money to fix the car at a garage of his choosing, but RSA refused. Mr M provided evidence from on-line companies to support his argument as to the likely depreciation over the relevant period of time, and which was on-going. He also provided copies of e-mails that he'd sent to RSA, but which had been ignored. Finally, he'd taken the car to other garages and provided quotes for the cost of repairs he considered to be outstanding, and they'd quoted for and described work that was needed. As to communication with RSA, he said it had contacted him using several different e-mail addresses, making it as hard to know who to talk to, and refusing to send a final response.

Mr M felt that he'd provided a monetary figure which he was willing to accept from RSA to end the dispute, and he considered that RSA had ignored this approach. In conclusion, Mr M said that it had now been over 12 months and the car still hadn't been repaired. He felt that RSA had him *'over a barrel'* and *'constantly dragged everything out for as long as possible...'* Finally, Mr M said that he'd paid for his car insurance in good faith that his car would be repaired in the event of an accident, however he was still driving around in a damaged car. He felt that RSA should be settling his claim by paying approximately £4,000, to include depreciation, and upkeep, as well as the cost of a door card which he said still hadn't been fixed. This was apart from the hours of wasted time and effort. He felt that he was within his rights to demand the right to take his car to a different garage and for RSA to pay for the outstanding repairs.

RSA provided its final response to Mr M's second complaint. It accepted that the service from the relevant garage wasn't to the high standard it would expect. It said that Mr M was also right to highlight that there were further delays in additional work being carried out. Finally, it thought that its garage's communication and handling of the matter had been poor and somewhat reactive. It felt that there had been approximately four months delay in progressing additional repairs. It apologised for the errors and said that feedback had been provided to the garage.

RSA considered that it had acted in a reasonable fashion however by providing a cash in lieu settlement to conclude outstanding issues. It considered that the amount was justified and had been advised on the independent assessor's report and was in line with the amount advised. As to the estimate that Mr M had provided from his own garage for a replacement door card and labour for fitting, it considered that there was no justification for this item as the existing item could be repaired by a specialist as advised in the independent report. As to upkeep, RSA stated that these costs were commensurate with running and maintaining a vehicle and not costs that an insurer would be responsible for. In conclusion, it offered £120 cash in lieu for outstanding repairs, £130 for inconvenience and a further £300 for further delays caused, totalling £550.

I've noted that following the initial repairs, a report had been issued by an independent assessor, listing a number of faults which had been alleged by Mr M. The assessor confirmed RSA's liability for some issues such as a door mirror cover remaining scuffed, scuffed wheel trim, some re-finishing being required and a badge requiring replacement. It gave the benefit of the doubt to Mr M regarding what was termed '*minor damage*' to door card trim. It was unable to confirm other issues, for example, Mr M's allegation of a variation in the colour match of wheel rims and minor surface scratches to certain seat base covers.

I now turn to my reasons for not requiring RSA to do anything else in relation to Mr M's complaint. The complaint which I must consider relates to on-going issues following January 2024. At that stage, a way forward had been agreed by the parties, to allow RSA the opportunity to remedy the matters listed by the independent assessor. Mr M's complaint is that when he got his car back for a second time in August 2024, it was still damaged.

I appreciate that Mr M feels very strongly that the repairs carried out by RSA had been unprofessional and of a poor quality. In the absence of persuasive evidence to the contrary, the service would normally give some considerable weight to the findings of an expert such as an independent assessor. In this case, I'm satisfied that the independent assessor report from October 2023 is fair and thorough and gives the benefit of the doubt to the customer in confirming liability for certain issues. It's also clear that he considers the residual or additional damage which has been identified to be minor in several cases. Nevertheless, I'm satisfied that all repairs should have been carried out to a high standard by RSA's garage, but this wasn't the case. The report therefore rightly resulted in agreement that the garage be provided with the opportunity to fix this damage, plus payment of some compensation.

I've seen the case notes relating to the delays in getting the car back to the garage. I consider that some of these delays were avoidable, and that RSA could have communicated with Mr M in a more effective manner. I can't however say that all of these delays are due to RSA's actions, and some of the delays are a result of the fact that Mr M had lost faith in the garage's service. I also see that RSA made attempts to progress the rectification works and considered works for which liability hadn't been confirmed. It's therefore reasonable that RSA paid an additional amount in compensation for the additional distress and inconvenience caused to Mr M during this period.

As to any outstanding items of work, I'm persuaded from the assessor's report that the door card could be repaired by a specialist as advised, and that a new item wasn't required. The minor area of re-touching could be carried out in a cost-effective manner. In the circumstances, I consider that RSA's offer of settlement in this respect was fair and reasonable.

Mr M felt particularly aggrieved that his car had depreciated significantly over the period in which he has been trying to resolve all issues with RSA. Whilst I have some sympathy with Mr M's predicament in this instance and I accept his evidence that it's likely that it has depreciated due to time that has elapsed and due to inevitable additional mileage since his accident in 2023, I'm not persuaded that the items listed in the independent assessor's report would have prevented Mr M from selling his car or part-exchanging his car much sooner. I've seen no evidence that Mr M attempted to sell his vehicle in August 2023, or subsequent to the assessor's report in October 2023 or evidence that the identified defects had impacted upon value in any significant way.

As to items such as insurance, MOT, tyres, and service costs, these costs would be likely to apply in any event, whether in relation to the existing car or any future car. Whilst it's appreciated that Mr M said that additional issues had arisen due to the age of the car, again, I consider that it had been Mr M's choice to retain the car rather than to sell it much sooner.

whilst continuing to pursue certain items of compensation from RSA in the light of the assessor's report.

In the circumstances, I consider that RSA's offer of settlement and compensation was reasonable in all the circumstances, and in line with the service's published guidance. Whilst I've acknowledged that RSA caused some delays and failed to finally resolve relatively minor issues to Mr M's satisfaction, I can't say that its response to his complaint was unfair or unreasonable, and I won't be asking it to do anything else in relation to this matter.

My final decision

For the reasons given above, I don't uphold Mr M's complaint and I don't require Royal & Sun Alliance Insurance Limited to do any more in response to his complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 20 April 2025.

Claire Jones
Ombudsman