

## **The complaint**

Miss P has complained about poor repairs carried out to her car. Miss P made a claim under her car insurance policy to her insurer Royal & Sun Alliance Insurance Limited (RSA).

## **What happened**

Miss P made a claim for damage to her car following an incident in June 2022. RSA arranged for Miss P's car to be repaired by an approved repairer (AR).

Miss P's car was returned to her following repairs in August 2022.

In July 2024 Miss P contacted RSA as she was unhappy with the repairs that had been done in 2022.

The AR didn't agree the repairs had been poorly carried out. It replaced the driver door seal as a goodwill gesture.

Miss P said she wanted RSA to write off her car as she didn't feel safe driving it.

RSA didn't uphold Miss P's complaint about the repairs. But it agreed it had failed to provide a courtesy car to Miss P for eight days while the AR reviewed the repairs. So RSA offered Miss P £96 for the equivalent costs it would pay for loss of use.

One of our Investigators didn't recommend the complaint should be upheld.

Miss P disagrees. She doesn't feel this service has properly considered her complaint, or understood her reasons for why it took almost two years to raise her concerns about the repairs.

So the case 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.

I appreciate that there were a number of reasons why Miss P didn't raise her concerns with RSA sooner about the repairs that were completed in August 2022. Miss P says she brought her car to another garage in November 2023 and it was this garage that verbally told her previous poor repairs had been done. Miss P complained about the following:

- Overspray to areas of the car
- Poor door reseal which caused water to ingress to the car
- The clutch became slippery to use due to water ingress in the driver footwell
- Poor alignment to a wing panel
- Car is pulling to one side when driving.

The AR investigated the issues raised and found no evidence to support Miss P's concerns. It agreed to reseal the driver door as a goodwill gesture.

Miss P provided images of the car to this service in April 2025. I've carefully considered these images along with all of the available evidence.

While I understand Miss P had her reasons as to why she didn't raise her concerns with RSA sooner, it doesn't change the fact that a considerable amount of time had passed. And due to the length of time that has passed, without any evidence of equal weight to conclude that the damage Miss P is claiming for was caused by the AR, I cannot safely conclude that the damage relates to poor repairs.

The AR pointed out that since the repairs were done – in relation to the water ingress – it would expect this to have been highlighted under a MOT. Miss P's car had passed its MOT for the following three years with no mention of water ingress causing damage or making the car unsafe to drive.

The AR provided images to evidence the stages of repair to show why it didn't uphold Miss P's concerns. As these images were taken at the time the repairs were carried out, they hold more weight than the images Miss P provided of the car over two years later.

Miss P's car had been driven approximately 5,000 miles since it was returned to her in August 2022.

So, taking all of the information into account, I haven't seen enough to persuade me to assign the damage Miss P is claiming for to the repairs carried out in August 2022.

Miss P says she believes RSA should have written off her car – and she wants it to do so now in light of her concerns about the repairs. She says she hardly used her car since August 2022 and isn't currently driving it.

Based on the costs of repairs to Miss P's car compared to the market value of it at the time, RSA said the costs didn't meet the threshold to decide to write off Miss P's car. This is why it made the decision to repair it instead. This is a decision RSA is entitled to make in line with the terms of the policy. I've seen nothing to show RSA's decision here was unreasonable.

For the failure to provide a courtesy car for eight days, I think RSA's offer of £96 for loss of use is reasonable and in line with what we would ask an insurer to pay. An insurer can base its daily rate on the amount it would pay – as insurers can gain preferential rates through third parties.

I realise Miss P will be very disappointed with my decision. But this means I'm not upholding her complaint.

### **My final decision**

For the reasons I've given above, my final decision is that I think Royal & Sun Alliance Insurance Limited (RSA) has done enough to resolve the complaint.

If Miss P hasn't already received the £96 loss of use payment and wishes to accept it, Royal & Sun Alliance Insurance Limited must pay within 28 days of the date on which we tell it Miss P accepts my final decision. If it pays later than this it must also pay interest on the compensation from the date of my final decision to the date of payment at a simple rate of 8% a year.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss P to accept or reject my decision before 25 June 2025.

Geraldine Newbold  
**Ombudsman**