

The complaint

Mr B has complained that his motorhome was damaged when he made a claim to Royal & Sun Alliance (RSA) for a windscreen repair under his motorhome policy.

References to RSA include all its agents in supplying and fitting the windscreen repair.

What happened

Mr B made a claim to RSA in January 2024 as he had a chip in the windscreen of his motorhome right at eye level, so it needed to be repaired.

Unfortunately, the chip couldn't be repaired so a new windscreen needed to be fitted by RSA. This windscreen broke during the fitting process. As did the next one. Unfortunately, the third windscreen broke too.

By March 2024, RSA tried another windscreen attempt but that didn't work so a manufacturer windscreen was ordered. This arrived in May 2024. However, it didn't fit correctly. So, then RSA decided the problem was with the bodywork of Mr B's motorhome which it didn't think was its responsibility.

Mr B complained. RSA apologised and paid Mr B £100 compensation. Mr B remained unhappy as his motorhome wasn't watertight, so RSA stored it for him. Mr B also had to cancel several trips he should have taken in his motorhome. He also complained that he had to take several days off work to attend appointments with RSA in its attempts to fix a new windscreen as well as paying for the costs of his motorhome.

RSA was of the view that the window opening in Mr B's motorhome needed to be fixed first at Mr B's cost, before the windscreen could be fitted. However, Mr B said the window opening had been damaged by the various attempts to fit a new windscreen. Mr B refused to take his motorhome back until it was properly repaired with a new windscreen fitted. Mr B also paid for his own independent report in September 2024. However, RSA still refused to repair Mr B's motorhome and fit a new windscreen despite the independent assessor saying the motorhome needed a further inspection with the windscreen removed for that inspection.

This further inspection was done in November 2024, but the windscreen wasn't removed so there was no further finding to report.

Mr B brought his complaint to us. The investigator was of the view that Mr B's complaint should be upheld. She didn't think there was sufficient evidence to show that there was anything wrong with the window opening, more so as Mr B said there had been no previous issues over his windscreen before. Also, Mr B said the glass fitters had used suction caps and tried to bend the bodywork on the window opening in their numerous attempts to fit a new windscreen. So, there is a possibility that that interference by the technician damaged the window opening.

So, the investigator thought RSA should fix any such body work damage and install a new

windscreen. Given the trouble and upset Mr B had been through consequently she thought RSA should pay Mr B a further £650 compensation in addition to the £100 already paid to him. And RSA should refund the cost of the second report plus the £75 holiday deposit Mr B said he lost.

Mr B agreed but he's now concerned that given his motorhome has been in storage for such a length of time, it may have deteriorated additionally.

RSA didn't agree. So, on that basis Mr B's complaint was passed to me to decide.

I issued a provisional decision on 23 May 2025, and I said the following:

'Having done so, I'm intending to uphold this complaint for a more extensive outcome than that of the investigator.

Both the Insurance Product Information Document and the policy terms clearly cover any damage to the windscreen or any other glass in the vehicle. So, that shows me Mr B's claim was an insured event and indeed covered by this policy.

Given the evidence or indeed lack of it from RSA, I'm persuaded that the difficulty in fitting the windscreen to Mr B's motorhome is something RSA is and should be responsible for. The fact of the matter is that the original windscreen fitted in fine, and it had no problems other than the glass had this chip which needed repair given where it was situated on the windscreen. Given this and then the intervention of at least four attempts to fit different types of windscreens between after the market windscreens and then the manufacturer one, it follows in my opinion, that it's more likely than not, that the repeated attempted fittings most likely caused the present issue.

So, I consider this fact that RSA attempted to fit at least four windscreens to Mr B's motorhome with only the last one being a manufacturer one is pertinent. Those previous attempts, taking into account Mr B's testimony of suction cups being used, plus a technician trying to bend the bodywork, are simply far more likely to have damaged the window opening than not. Sadly, RSA doesn't require its technicians to fully record all they did on each windscreen fitting, so given this, I'm more persuaded by Mr B's testimony on the matter. Obviously, there is a lack of expert evidence on this given the expert couldn't detail anything on his second report, because the ill-fitting latest windscreen hadn't been removed as he requested to allow such investigation. Mr B paid for this, and I consider RSA should refund these costs with interest to him.

Therefore, I don't consider that Mr B was given a cogent service for his claim to fix a windscreen with a chip in it. I also don't consider permitting this claim, and Mr B's complaint to go on so long, without any resolution proposals other than a flat denial to accept any fault by RSA, was good enough either given all the circumstances here. Under the overarching Consumer Duty, RSA is tasked with supporting its customer and I consider far more effort should have been made as regards independent reports and moving the claim forward rather than leaving it languish, as RSA did instead.

So, it follows, I agree with the investigator's suggestion that it's fair and reasonable and appropriate that RSA should now arrange and pay for the cost of any necessary repair to the window opening of the motorhome, so as to be able to fit a manufacturer's windscreen to it.

Mr B said he lost his deposit of £75 for a holiday booking with his motorhome which I consider RSA should pay with interest.

Given the length of time now that Mr B has been without his motorhome and the fact it's been in storage with RSA for over a year now, I also consider it is incumbent on RSA at its cost to check the motorhome for issues of damp, condensation, mould and vermin infestation etc. It should also complete a full service to include checking oil, brakes, batteries and tyres and repairing or changing any of them, if required. And ensure it passes any MOT, if required also, before returning it to Mr B.

There is no question that Mr B's experience at the lack of service from RSA has caused Mr B an extensive and elongated period of distress, trouble and inconvenience. Plus, and importantly, it has meant Mr B has lost the chance of holidays and trips in his motorhome for all of this time, which I consider is unfair and unreasonable. Given it's now May 2025, and Mr B made his claim in January 2024, I agree with the investigator's view that the compensation should be increased by £650 in addition to the £100 compensation RSA initially paid him. This is in line with our approach to compensation, which is more fully detailed on our website, so I consider that it's fair and reasonable here.'

Mr B responded that he agreed with my provisional decision. There has been no response from RSA.

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.

On the basis Mr B agrees, and RSA didn't respond, I see no reason to change the outcome and reasoning as detailed in my provisional decision.

My final decision

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

I now require Royal & Sun Alliance Insurance Limited to do the following:

- Arrange and pay for any required bodywork to be done on the motorhome, so that the manufacturer's windscreen can now be fitted to Mr B's motorhome competently.
- Arrange and pay, to check the motorhome for issues of damp, condensation, mould, and vermin infestation etc. And complete a full service to include checking oil, brakes, batteries, and tyres and repairing or changing any of them if required. And ensure it passes any MOT, if required also, before returning it to Mr B.
- Refund the cost of the second independent report to Mr B, adding interest of 8% simple per year from the date Mr B paid for that report to the date it refunds him.
- Refund the loss of the deposit of £75 for a booked holiday, adding interest of 8% simple per year from the date Mr B cancelled his holiday to the date it refunds him.
- If income tax is to be deducted from the interest, appropriate documentation should be provided to Mr B for HMRC purposes.
- Pay Mr B an additional £650 compensation in addition to the £100 it already paid him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or

reject my decision before 7 July 2025.

Rona Doyle **Ombudsman**