

complaint

Mr S complains about how Royal & Sun Alliance Insurance Plc dealt with his claim against his motor insurance policy. He says it initially refused part of his claim and that it gave him poor customer service.

background

In February 2015, Mr S's car was involved in an accident that wasn't his fault. He says that a named driver on his policy phoned RSA and told it that during a snowy night, a third party's vehicle had hit his car on the driver's side, whilst it was parked on the road where Mr S lives. Mr S says that the named driver told RSA that there was damage to the wing mirror and to the middle of the driver's side.

RSA arranged for its approved repairers to repair Mr S's car. Mr S says that the person who collected his car noted on a form that his car was damaged on the "*Wing mirror – Right + mid right*".

When the named driver went to collect the car on Mr S's behalf, he noticed that the repairers had only repaired the wing mirror, not the bodywork. He complained and RSA said at first that Mr S would have to make a separate claim. It later authorised the repairs to the bodywork as part of the same claim.

Mr S says that RSA treated him unfairly when it told its authorised repairers not to repair the bodywork. He says that it should have considered all the relevant information, such as the snow, the initial report of the damage and the paperwork completed when the repairers collected his car.

The adjudicator said that RSA made a reasonable attempt to resolve Mr S's complaint. She said that it acted fairly and reasonably when it reconsidered its position and included the bodywork repairs under the initial claim.

Mr S didn't agree with the adjudicator's view. He said that she had misunderstood his complaint. Mr S says that when the named driver phoned RSA he told it about the damage to both the wing mirror and the side of his car. He says that the paperwork completed by the person who collected his car shows that he said that the bodywork was damaged.

Mr S says that RSA tried to avoid repairing part of the damage. He says that the manager of the repairing garage confirmed that the damage to the bodywork was consistent with the accident. Mr S says that RSA didn't make a fair and reasonable attempt to resolve his complaint, as he had to pursue the matter and gather evidence. He thinks that RSA wouldn't have carried out the repair covered by his insurance if he hadn't done that.

my findings

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 don't uphold this complaint and I shall now explain why.

It's clear that Mr S has very strong feelings about this matter. He's provided detailed submissions to support his complaint, which I have read and considered. However, I trust that he will not take as a discourtesy the fact that I focus on what I consider to be the central issues.

I've listened to the phone call when the named driver first told RSA about the accident. The only damage mentioned was to the wing mirror. RSA authorised its repairers to repair the wing mirror and, as that was the only damage it was told about, I don't think that it treated Mr S unfairly when it did that.

Mr S says that the person who collected his car noted on a form that his car was damaged on the "*Wing mirror – Right + mid right*". He's right about that but I'm afraid that form doesn't show what the named driver originally reported to RSA. The form Mr S refers to is used to show any damage on a car, not simply where repairs are needed. The diagram of a car on that form shows other damage to Mr S's car, not related to the accident that led to the claim. It's not unusual for an insurer to agree to repair some areas of damage on a car and not others. In the particular circumstances here, I don't think that RSA was at fault in failing to check exactly what damage Mr S wished to claim for. RSA initially only had notice of the damage to the wing mirror and that's what it was expecting to repair.

Mr S says that the manager of the repairing garage confirmed that the damage to the bodywork was consistent with the accident but that's not quite right. I've listened to a phone call in which RSA asked the mechanic at the garage whether the damage to the bodywork was consistent with the damage to the wing mirror and he replied that he couldn't say either way. In any event, RSA agreed to include the repair to the bodywork as part of the claim.

I don't think that RSA did anything wrong here. Even if I came to a different view about that, I think that it put things right, as it authorised the repairs to the bodywork as part of the same claim.

my final decision

I do appreciate that my decision will disappoint Mr S but for the reasons I've set out above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 9 November 2015.

Louise Povey
ombudsman