

The complaint

Mr T complains about how Royal & Sun Alliance Insurance Limited (“RSA”) handled a claim under his car insurance policy.

What happened

Mr T had a motor insurance policy with RSA covering his car. In December 2022 Mr T was involved in a non-fault incident with a third party. He reported a claim to RSA.

His car was driveable and repairs were booked in for May 2023. Mr T asked RSA to supply him with a courtesy car while his was being repaired. RSA requested this from a hire car supplier it works with, which I’ll refer to as “E”.

E didn’t contact Mr T straightaway and when it did, Mr T didn’t like the questions he was being asked. He went to a local branch of E and was ultimately asked to leave. E refused to deal with Mr T any further.

RSA’s repairing garage didn’t have a courtesy car it could supply to Mr T, and it also used E. But E wouldn’t deal with Mr T.

RSA offered Mr T £100 per week for taxi allowance, but Mr T refused this. He also complained about the manner he was being spoken to by RSA.

Mr T raised a complaint to RSA about its service and that he’d not been supplied with a car while his was being worked on.

RSA offered Mr T £50 compensation, and a further £25 due to the length of time it took to respond to his complaint. Mr T said he’d lost earning of over £6,000. RSA increased its offer to £200 but Mr T didn’t think this was enough.

He remained unhappy and brought his complaint to this service. Our investigator looked into it and thought RSA’s offer was fair.

Mr T didn’t agree with the view so his complaint has 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’ve looked at the provision of a courtesy, or hire, car as part of Mr T’s policy with RSA. The policy wording say RSA will “...do our best to keep you mobile with a temporary replacement vehicle or another suitable option.”

The options open to RSA were to provide a hire car with E, or a courtesy car via its approved repairer. I’ve read about Mr T’s interaction with E and his explanation that he found its questioning of him potentially discriminatory. It seems to me that the key part of this

interaction was about Mr T's employment status – which is a series of questions that are a normal part of taking out a policy with an insurer, or hiring a car. These are often asked to establish the risk profile of a customer.

During this in-branch interaction between Mr T and E, he was asked to leave and E decided to not supply Mr T with a car. This is a choice made by a company and it's not something I can interfere with.

Following this breakdown in relations, Mr T's options were limited. But RSA, in line with its policy wording, offered him an alternate solution for taxi hire. Mr T didn't accept this option, but I can't say that was RSA's fault. I think RSA's handling of the hire car and alternative transport option was fair and reasonable.

Mr T also complains about the way his claim was handled by RSA. I can see from the file that there were several calls between Mr T and RSA that seem to have involved pointed discussions or that were terminated early.

I can also see that RSA offered Mr T £200 compensation for its poor service and gave feedback to a call handler involved in one of the calls. I've looked at a transcript of this call and I agree that the tone of it wasn't very good. But I can also see that RSA tried to help Mr T through his claim by offering him the taxi funding I've mentioned above, but he refused to accept that help. I can't say I've seen additional evidence of how this impacted Mr T or that it meant he'd lose several thousand pounds of earnings.

It's clear to me that RSA's service could have been better, but I think the compensation it's offered Mr T is fair.

My final decision

RSA has already made an offer to pay £200 to settle the complaint and I think this offer is fair in all the circumstances.

So my decision is that Royal & Sun Alliance Insurance Limited should pay Mr T £200.

If payments have already been made then they can be deducted.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr T to accept or reject my decision before 14 February 2024.

Richard Sowden
Ombudsman