

## **The complaint**

Mr L complains about Royal & Sun Alliance Insurance Limited ("RSA") and the role they played as his insurer regarding his car, provided by a separate company who I'll refer to as "M", which he felt was faulty from the day it was received.

## **What happened**

In 2019, Mr L was provided with a specifically adapted car suited to him by M. This car came with an attached insurance policy, underwritten by RSA.

From the time Mr L received the car, to the end of 2021, Mr L made four separate claims on his insurance policy. And in the fourth claim, initially raised in November 2021, Mr L made RSA of his belief that the accident itself had been caused by a vehicle fault with the acceleration.

RSA made Mr L aware this issue would need to be raised with M, as they were the provider of the car and so responsible for any defects. But they engaged with the car manufacturer where necessary, who completed an inspection where fault couldn't be detected. Mr L was unhappy about this, so he contacted our service.

Mr L stated he'd complained to both M and RSA about the fault, without receiving a response. Our investigator explained this complaint reference focuses solely on RSA, and their actions. And RSA stated no complaint had been received and so, they issued a final response after receiving contact from us.

RSA didn't uphold the complaint, explaining any defect would be the responsibility of M, and not themselves. RSA explained that they had seen no evidence to suggest any repair work completed to Mr L's car as part of an insurance claim had caused the fault in question and so, they didn't think they needed to do anything more. Mr L remained unhappy with this response, so he asked our service to continue with our investigation.

Our investigator looked into the complaint and didn't uphold it. They explained as Mr L was stating the fault was present from when the car was received and so, was a car defect, this would be the responsibility of M, and not RSA, to investigate and rectify. And they explained after considering the claims Mr L made under his insurance policy, he was satisfied RSA handled these fairly and that there was no evidence to suggest the fault was caused by RSA's actions. So, they didn't think RSA needed to do anything more.

Mr L didn't agree. He maintained his belief RSA should've done more as his insurer. And he also raised a new issue about the fact his insurance policy had since been transferred to another underwriter, which he felt was done purposefully. Our investigator explained this issue was a new one that hadn't been complained about. And that it would need to be raised with M, who took the decision on who underwrites the policies attached to their car. Mr L continued to disagree and so, the complaint has been passed to me for a 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.

Having done so, I'm not upholding the complaint for broadly the same reasons as the investigator. I've focused my comments on what I think is relevant. If I haven't commented on any specific point, it's because I don't believe it's affected what I think is the right outcome.

First, I want to recognise the impact the situation has had on Mr L. I recognise Mr L's concerns about his car, and its potential defect, continued over several years which would no doubt have caused him both worry and upset. And I recognise how this would've been made worse due to a deterioration in his health over the same time. So, I can understand why Mr L feels he's been treated unfairly and wants to be compensated for this.

I can also understand why Mr L would feel as though RSA were jointly responsible, as their insurance policy was provided alongside the car given to him by M. But crucially, that's not the case.

But In this situation, the car was provided by M, under the scheme they ran. And M are an entirely separate business, regulated separately to RSA. So, M are ultimately responsible for the quality of the car that Mr L received, and any defects Mr L feels the car contained, not RSA.

RSA are the insurer and underwriter of the insurance policy Mr L held. So, RSA's responsibility is limited to the service they provided to Mr L when he made a claim on this policy, following the accident's he was involved in. So, this is what I've considered when reaching my decision.

I've seen that Mr L made four claims on his policy provided by RSA, between 2019 and the end of 2021. And in the first two of these claims, there were no repairs completed to Mr L's car. Nor can I see Mr L made RSA aware of the defect he is unhappy with. As RSA completed no repair work to Mr L's car, I'm satisfied that RSA wouldn't have been responsible for any mechanical issue with Mr L's car during that time and so, I don't think I can say RSA have done anything wrong.

I can see RSA did complete repair work to Mr L's car in the third and fourth claims he raised. But in the third claim, from the system notes I've seen, the repairs were completed, and Mr L received his car back, without any reference made to any defect, or unhappiness with the repair quality. So again, I'm satisfied RSA acted fairly here.

I've then thought about the fourth claim, made in November 2021. And I can see before, and after, the repairs were completed, Mr L did raise concerns about the potential defect to his car.

But I note Mr L stated that the defect with the acceleration was the reason for the accident. So, I think it's reasonable for me to assume this issue was present before RSA completed their repairs. And because of this, I think it's reasonable for me to assume that the suggested fault with the acceleration wasn't because of anything RSA did wrong when processing the claim and repairing Mr L's car.

But even so, I would expect RSA to take Mr L's concerns seriously, and to cooperate with any requests from the manufacturer who Mr L instructed to inspect his car for a defect. And from what I can see, RSA did so, and this resulted in the manufacturer being able to

complete a report which ultimately stated that a defect couldn't be located. Had there been any issues with the quality of the repairs arranged by RSA, I would've expected them to have been highlighted here. And they weren't.

So, from the evidence I've seen, I'm satisfied RSA handled Mr L's claims made against his insurance policy fairly, as I'd expect them to do. And because of this, I don't think they need to do anything more on this occasion.

I understand Mr L may be unhappy with this outcome. But as I've explained above, Mr L's ultimate issue relates to a potential defect on his car, present when he received the car in 2019. This is an issue that is the responsibility of M and so, will need to be addressed separately to this decision. I note Mr L has also raised concerns about RSA no longer underwriting his insurance policy. Again, this is something Mr L will need to raise with M, who ultimately arrange the insurance policies attached to the car's they provided under the scheme they administer.

### **My final decision**

For the reasons outlined above, I don't uphold Mr L's complaint about Royal & Sun Alliance Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr L to accept or reject my decision before 8 November 2023.

Josh Haskey  
**Ombudsman**