

The complaint

Mr M complains about how Royal & Sun Alliance Insurance Limited (“RSA”) dealt with a claim he made on his motor insurance policy following an accident. He says his car was further damaged during the repair process and wants RSA to reimburse him for the cost of repairing the same.

RSA is the underwriter of this policy, i.e. the insurer. Part of this complaint concerns the actions of its agents. As RSA has accepted it is accountable for the actions of the agents, in this decision, and reference to RSA includes its agents.

What happened

Mr M had comprehensive car insurance with RSA.

In April 2022 Mr M’s wife was driving the car and hit a metal bollard at low speed which damaged the nearside front door and adjacent front wing. Mr M says there was no damage to any other property, or personal injury.

Mr M reported the matter to the insurer. He was told the repairer would contact him within 24 hours, and a replacement car would be supplied.

Mr M car was collected in May 2022 and returned the following month. The repair appeared satisfactory. Mr M noted the whole nearside of the car had been repaired, including damage to the rear wing which wasn’t subject to the claim.

When Mr M went to move his car into the garage he saw the service warning lights were displayed for automatic braking system (ABS), automatic stability control, and regenerative braking system. He says the warning lights weren’t on when the car was collected by the repairer.

Mr M contacted RSA immediately to let them know so the delivery driver returned and took the car back to the repairing garage. Mr M wasn’t supplied with a replacement vehicle. Mr M says the car was returned on the same day and he was told the service warnings were due to ‘wear and tear’ and therefore not the responsibility of RSA.

Mr M serviced his car in the correct timescales for doing so, and therefore he didn’t think the tests carried out by the garage were correct. He made numerous calls to RSA and was told to obtain his own diagnosis by an independent garage. So Mr M arranged this. The diagnostic test showed there was a lack of continuity from a sensor on the rear nearside wheel.

Mr M says it was agreed the car could be repaired by his own garage, but then he was told the original repairer wanted to inspect the car. So he agreed for the car to go back to the original garage on the basis he would be present throughout the inspection.

Mr M says he didn’t hear anything from the garage so he made his own arrangements to get the car repaired on 12 July 2022. Mr M’s garage found some further damage; the interior

trim from the rear nearside had been removed. He says a lead from the rear nearside wheel sensor was displaced and its protective grommet pulled out of a bulkhead, a drainpipe from the sunroof to an exit at the rear underside was left loose and unconnected, and insulation material had been removed from a side panel and left loose in the void. There appeared to be damage to the pipes caused by a lifting or jacking operation, but this damage wasn't present when the car had been serviced in February 2022. Mr M reported the matter to RSA and advised he would wait until 25 July 2022 to carry out the repairs in order to give RSA an opportunity to inspect it. Mr M says he didn't hear from RSA so proceeded with the repairs.

Mr M says the car was drivable but without operating warning lights for 34 days. The car was unavailable when it was undergoing repair for 17 days. It took four journeys to the repairer, two requiring two cars; and this was a total of 90 miles. It cost Mr M £126 for the diagnostic, £1685 for the repair, and he made around 30 telephone calls and sent at least 23 emails trying to resolve the matter.

Mr M wants RSA to refund him £1,841.71 and to compensate him for the journeys made, loss of amenity and for the distress and inconvenience caused to him. So he complained.

RSA acknowledged its repairer's communication had been poor on occasion and could have been more proactive. RSA referred the information and evidence regarding the damage to the heater pipes and ABS sensor to its engineer who said both areas of damage are unrelated to the original damage or the repairs carried out. RSA said it obtained an opinion from an independent engineer who said the damage to the heater pipes and ABS sensor were unrelated to the accident or the repairs. And so it wouldn't reimburse any of the costs for the repairs carried out. RSA awarded Mr M £200 for the distress and inconvenience caused, together with £30.71 for the cleaning charge Mr M had to pay. Mr M didn't agree with RSA's response and so referred his complaint to this service.

One of our investigators looked into things for him. She said she didn't think there was enough evidence to show the damage to Mr M's car was caused by the repairs. She agreed with the level of compensation offered and for Mr M being reimbursed the cleaning charge. Mr M didn't agree with the outcome. He said there was no warning light showing when the car was collected. He said the driver who came to collect his vehicle took a number of photographs of the car. He said he cannot say how the damage was caused the circumstances taken together indicate that some mishap occurred whilst the car was with the repairer. Our investigator looked at things again and upheld the complaint. She said RSA should reimburse Mr M for the repairs carried out, the cost of the diagnostic test, and pay him £200 for distress and inconvenience.

RSA didn't agree. Our investigator looked into things again. She said the Audatex report showed one fault with the RLS light sensor in May 2022, and then a fault in relation to the ABS system on 1 June 2023. The car was then returned to Mr M. And so she said RSA should pay the invoice for repairs to the ABS sensor and heater pipes, £30.71 cleaning charge for hire car, £126 for diagnostic testing plus £300 for distress and inconvenience.

RSA didn't provide any comments to the final view and so the complaint has come 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.

Having done so I've reached broadly the same conclusion as the investigator. I'll explain why.

Although I've read and considered the evidence provided to me, I'll keep my comments to what I think is relevant. If I don't comment on a specific point, it's not because I haven't considered it but because I don't think I need to comment on it in order to reach the right outcome.

I can see this has been a stressful experience for Mr M and he feels very strongly that RSA has treated him unfairly. RSA have accepted there were issues with the service Mr M received and offered £200 to reflect the distress and inconvenience caused.

When looking at complaints relating to claims for damage to a vehicle, our service can't determine how the damage occurred. I'm not a mechanic or an engineer but I don't have to be to decide this case. Instead what we look at is the information the insurance company relied on to make its decision and whether it treated the customer fairly in doing so.

Mr M is covered for accidental damage. The policy says if there is accidental damage it will repair the damage or pay the amount of loss or damage. And that is exactly what's happened here.

So, I've considered what each party has provided. RSA has provided a report from an independent engineer dated 28 November 2022. The report was undertaken following an image inspection. It says, *"it would appear the vehicle has sustained moderate bodywork damage to the left side of the vehicle. Images provided after the repairs have been carried out clearly show two heater pipes damaged and pierced along with the retaining clip fully dislodged from its locating stud on the underside of the vehicle. I am of the opinion that the vehicle may have encountered some underside damage not related to the claim on notice."*

RSA said it provided the information and evidence regarding the heater pipes and the ABS sensor to its engineers. The engineer said both the areas of damage were unrelated to the original damage or the repairs the repairer carried out.

And so, I can see why RSA relied on this evidence to conclude the issues with Mr M's car weren't related to the repairs that were carried out. But the report of 28 November 2022 is based on images and other evidence provided to the engineer. Similarly the testimony from RSA's engineer is based on information provided by RSA.

Having reviewed the Audatex report it shows that when the car first went into the garage the diagnostic test showed there was no issue with the ABS. Following the repairs a further diagnostic test showed an issue with the ABS. The Audatex report is independent and contemporaneous. And I haven't seen a reasonable or plausible explanation as to why this might be the case.

There is testimony that the repairer saw the warning light showed but put it down to 'wear and tear' but didn't investigate further. And I would have expected it to. Mr M reported the light as soon as the car had been delivered to him. So the repairer had an opportunity to investigate and repair the issue at that stage. But I can't see that it did this.

RSA say they didn't carry out any repairs that would impact the ABS sensor or the heater pipes. But the evidence shows the damage was likely to have been caused while the vehicle was with the repairer. And I haven't seen any evidence that disputes this.

So, taking a pragmatic view of the complaint and based on the information that's been presented, there is evidence there was no warning light showing when the car was taken to the garage, and evidence the light was showing after the repair was completed. I think, on

balance, it's more likely than not that the issue with the warning lights occurred while the car was being repaired.

So, for the reasons explained above I'm upholding this complaint and have set out below what RSA need to do to put things right.

Putting things right

Given the conclusions I've reached, as set out above, I think RSA should;

- Reimburse the invoice for repairs of £1,685
- Add 8% yearly simple interest from the date the invoice was paid to the date RSA settle this matter
- Pay £30.71 cleaning charge if not already done so. If RSA hasn't paid it should add 8% yearly simple interest from the date it was paid to the date RSA settle this matter.
- £126 for the diagnostic test
- £300 compensation for the distress and inconvenience caused

My final decision

For the reasons explained above, I uphold Mr M's complaint and direct Royal & Sun Alliance Insurance Limited to resolve this matter by doing what I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 18 January 2024.

Kiran Clair
Ombudsman