

## **The complaint**

Ms G complains about Royal & Sun Alliance Insurance Limited's (RSA) handling of her claim for damage to her car under her motor insurance policy.

## **What happened**

Ms G was involved in an accident with a motorcycle in July 2020 and made a claim to her insurer, RSA. Her car went to RSA's approved repairer, but Ms G said when it came back it was still faulty. She said cable ties were holding parts together instead of the correct fixings, and it was only partially repaired.

Ms G's partner contacted RSA and the car went off for further repairs, but Ms G said it was returned with the bumper hanging off and damage not repaired. The car had to go back to the garage again. Ms G complained to RSA about poor repairs, non-inclusion of a damaged tyre, and the time they have taken.

RSA said that when the car was repaired Ms G and an independent engineer inspected the vehicle and Ms G agreed the repairs were suitable. But Ms G noticed the bumper was misaligned shortly afterwards and the car went back for further repair.

RSA obtained an engineer's report which stated that fixing the bumper had proved to be very difficult but had now been resolved. RSA said the remaining damage is unrelated to Ms G's accident as this was assessed when the car came in for repairs but relates to a separate impact. RSA paid Ms G £250 compensation for poor communications and delays to her claim.

Ms G She was dissatisfied with RSA's response and brought her complaint to our service. She said she has CCTV of the accident that RSA hasn't reviewed, and she wants her car fully repaired, including the damaged tyre.

The investigator didn't recommend the complaint be upheld. She said the repairs weren't carried out properly and Ms G's car had to go back for more work, but this was resolved fairly by RSA. She said the compensation RSA paid to Ms G was reasonable for the problems caused. She said based on RSA's expert evidence it was fair for it not to include Ms G's damaged tyre in the claim.

Ms G disagreed, saying she didn't want to have a second claim for the damaged tyre and wheel. She said the way she had been treated over the claim was terrible. Ms G requested an ombudsman review her complaint.

## **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 carefully at RSA's handling and decisions on Ms G's claim to see if it has treated her fairly and in accordance with the terms of her policy. It's clear from the records that Ms G's claim was prolonged by poor service in terms of the standard of the repairs to her car. I

was sorry to learn about the problems Ms G faced in having her accident repair claim dealt with properly.

Ms G has let us know that her car has been repaired to a satisfactory standard in terms of what has been looked at. I'm pleased that's the case though I can see it took some time to reach this conclusion. I can see that the initial and return repairs weren't satisfactory and Ms G's use of her car was interrupted.

My role in this investigation isn't to decide whether I think the tyre should be included as part of the claim for the accident. My role is to decide whether I think it was fair of RSA to conclude that the damage to the tyre wasn't caused as part of the accident based on the evidence they had.

The engineer reported to RSA that the damage to Ms G's tyre and wheel wasn't consistent with the accident damage that had been reported as the impact occurred to the other side of Ms G's car. I think it may have been possible for RSA to have extended this position on the claim to the damage to Ms G's bumper, but I'm pleased RSA has eventually had this repaired.

Ms G has sent CCTV footage of her accident to RSA and ourselves. RSA's engineer reviewed the footage and said it didn't show any damage to Ms G's nearside front wheel and tyre from this incident. I've also seen the footage. It shows the motorbike approaching from Ms G's offside and hitting her car on the offside front. The footage shows that Ms G hasn't deviated from the line she was following, and her car doesn't appear to make contact with anything else.

The tyre damage was recorded by RSA's agents when the vehicle was collected after the accident. And the CCTV footage doesn't show any damage to the nearside front wheel and tyre from this incident. And so, from the evidence I've seen I think it was reasonable for RSA's engineer to conclude that the tyre damage was likely to have been caused by a separate event. It is open to Ms G to bring a separate claim about this damage to RSA if she wishes.

When the parties to a dispute disagree about the cause of damage, we have to rely on the available expert evidence. In this case that only comes from RSA's engineers and they are satisfied the accident-related damage has been dealt with. In the absence of any contradictory evidence I don't think it was unreasonable for RSA to rely on this report for its decisions on the claim.

Given the requirement for Ms G's car to be returned for repairs or to correct previous poor work, it's not possible to say that the repairs were initially completed to an acceptable standard. I've considered the service she received in terms of compensation. All-in-all I think the £250 RSA paid to Ms G is about the right reflection of the effect upon her of the poor service she received.

### **My final decision**

For the reasons I have given above it is my final decision that the complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms G to accept or reject my decision before 27 June 2022.

Andrew Fraser

**Ombudsman**