

The complaint

Mr P's complaint is about a claim he made under the legal expenses section of his Royal & Sun Alliance Insurance Limited (RSA) loss and damage protection for motor vehicles insurance policy.

All references to RSA include their claims handlers or agents.

What happened

Mr P was involved in a motor incident in September 2017, following which he made a claim on his RSA policy. Mr P says that when he contacted RSA he told them he wanted to claim for personal injury and financial losses. RSA didn't however instruct solicitors to act for him in respect of this until 2019. Mr P is unhappy that it took RSA so long to do this. He says he thought matters were put in hand by RSA when he first reported things in September 2017.

RSA considered things and accepted they should have referred Mr P's claim for personal injury and financial losses to solicitors back in September 2017. As a result they offered Mr P £75 to compensate him for their error. Mr P wasn't happy with this so referred the matter to this Service.

Our investigator considered things and agreed that RSA should have referred the claim to a solicitor about two years before it did. She said that the figure of £150 was more appropriate to compensate Mr P for the error. RSA have accepted the investigator's findings but Mr P doesn't agree. In relation to this specific complaint he says:

- He contacted RSA several times on the day of the incident and for the first six months following it where he talked about his personal injury claim;
- RSA didn't care about his injuries and losses, handle his claim promptly or act professionally;
- He feels he did discuss his personal injury claim with RSA on more than one occasion - specifically in January 2018 when he was told RSA were dealing with his claim.
- He discussed his personal injury claim again when RSA telephoned him at a later date to tell him he wasn't permitted to drive his car and that he wasn't insured. He was told his claim was being dealt with.
- RSA is responsible for his injuries and financial losses because he hasn't received an acceptable outcome on his claim.

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 agree that Mr P's claim should be upheld for the same reasons set out by

the investigator and accepted by RSA. I also think the figure of £150 for the trouble and upset caused to Mr P is adequate compensation.

I appreciate there are a number of other things Mr P is unhappy about with RSA but for the avoidance of doubt, I'm only considering RSA's error in this specific complaint and the compensation applicable to it. Because of this I won't be commenting on anything that might have taken place outside the specific circumstances of this complaint between Mr P and RSA.

It's not in dispute that RSA failed to further Mr P's claim for personal injury and financial losses when he registered his claim with them. RSA accept the position and the evidence I've seen in the form of RSA's own notes record that the claim involved injury. This accords with Mr P's recollection of his initial call with them. So, it's clear something went wrong when RSA failed to further Mr P's claim.

What is less clear is why the claim wasn't furthered until September 2019. RSA say that Mr P didn't contact them about this error until then, whilst Mr P says he discussed the issue with RSA on a number of occasions and was told the claim was in hand.

The physical evidence I have seen doesn't support what Mr P has said. There aren't any call notes or records that suggest any conversations took place about the personal injury claim and although Mr P has made references to calls, he hasn't provided any dates and times the investigator could go back to RSA with. In the absence of anything that supports what Mr P says, I'm not persuaded that he did specifically chase RSA for an update on his personal injury claim. I say so because he wouldn't have received anything from the solicitors that were eventually instructed to act for him so I think it's unlikely he would have simply accepted the claim was being made on his behalf without his involvement. What I think is more likely is that Mr P might have mentioned his injuries when talking to RSA about his motor insurance claim, such that RSA should have picked up on the fact the claim hadn't been progressed, but not that he specifically chased them for the status of his personal injury claim.

I appreciate that the delay in the claim being progressed when it should have been would have been stressful for Mr P and that this represented poor service on RSA's part. But I also think the offer of £150 adequately compensates him for this. As the investigator said, Mr P could have chased the team dealing with his personal injury claim directly before September 2019.

I know Mr P wants RSA to compensate him for the physical losses he suffered as a result of the incident, but RSA isn't responsible for these. Rather they're responsible for failing to refer his claim for these losses to a panel firm when asked to do so in 2017. I haven't seen anything to support that this specific delay has caused Mr P any further loss in the form of detriment to his underlying claim or that the delay resulted in an outcome that wouldn't otherwise have happened had the claim been passed to solicitors at the right time. Because of this I think the correct remedy is to compensate Mr P for the trouble and upset caused to him as suggested by the investigator. This is in line with the types of compensation awards we make in similar circumstances to those that Mr P finds himself in.

Putting things right

For the reasons set out above, Royal & Sun Alliance Insurance Limited should pay Mr P £150 in compensation for the trouble and upset caused in failing to progress his personal injury claim when registered.

My final decision

I uphold Mr P's complaint against Royal & Sun Alliance Insurance Limited direct them to comply with my award of fair compensation set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 28 April 2022.

Lale Hussein-Venn
Ombudsman