

The complaint

Mr D is unhappy with how long Royal & Sun Alliance Insurance Limited ("RSA") took to deal with a claim he made under his marine insurance policy.

What happened

The details of the complaint are well known to both parties, so I won't repeat them in detail here. Instead I'll focus on giving my reasons for my decision.

My provisional findings

I wrote to both parties on 31 March 2022 to set out my provisional decision. In it I said I thought the complaint should be upheld and RSA should pay Mr D a total of £600 compensation. I did so for the following reasons:

- *"The theft of the boat and subsequent damage happened during the Covid-19 pandemic. However, while there were international travel restrictions which initially made an inspection of the boat and other required investigations difficult, I think RSA could have done more to progress the claim in a timely manner."*
- *Contact details were provided for the gentleman who assisted in the recovery of the boat and the marina where the boat was stored. However, these weren't used, instead it was deemed that the investigations required could only be undertaken in person.*
- *Only one surveyor was relied upon to inspect the boat and conduct the required local interviews. This led to delays as the surveyor couldn't travel internationally for some time, then allegedly couldn't access the marina and was also called away on an emergency. While it is for RSA to decide how it conducts its investigations, I think it would have been reasonable, given the mounting delays, for RSA to have considered other ways of obtaining the information it needed to satisfy its concerns and validate the claim.*
- *Overall, I think there was an avoidable delay of around six months in progressing the claim. Had this delay not happened, I think it is more likely than not the claim could have been concluded sooner, and therefore Mr D would've been in a position to undertake repairs to the boat to make it usable again. I'm also mindful that Mr D had to continually chase for progress updates on the claim.*
- *Mr D has asked that his mooring and marina fees be reimbursed as he had to pay these while the boat was on land, unrepaired. However, I won't be asking RSA to pay these sums as these are fees that Mr D would have always incurred having the boat at that marina.*
- *However, I do think Mr D has been delayed in being able to make use of the boat again as the repairs remained outstanding. He has explained that he usually uses*

the boat during the summer months and therefore I think, due to the claim delays, he lost the opportunity and enjoyment of doing so.

- *Having considered everything, I believe the claim delays would have caused Mr D a reasonable amount of trouble and upset. I think a payment of £600 compensation would adequately reflect this.”*

Responses to my provisional findings

RSA responded and said it accepted my findings and the intended award.

Mr D responded and, in brief, said he didn't think the compensation was enough for the following reasons:

- A further complaint was raised with RSA and Mr D wonders if this has been taken into account in my decision.
- The delay caused by RSA was longer than six months.
- It should have only taken around four weeks to arrange the survey of the boat.
- I've not made comment about the inconsistencies and inaccuracies in the initial inspection report which he believes led to the delays that followed. Mr D thinks it should only have taken a matter of weeks between the inspection taking place and the claim being accepted.
- Had he known RSA were going to have taken so long he would have moved the boat back to the U.K. and stored it for free. The compensation offered doesn't cover those lost fees for the time when he couldn't use the boat.
- To hire a similar boat would have cost £750 a day.
- He has spent a countless number of hours on emails and phone calls.

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 understand Mr D has strong views about what has happened. I want to assure him I've read and considered carefully everything he's said. However, my findings focus on what I consider to be the central issues, and not all the points raised. This isn't meant as a discourtesy. But the purpose of my decision isn't to address every single point the parties have raised or to answer every question asked. My role is to consider the evidence presented by Mr D, and by RSA, to reach what I think is a fair and reasonable decision based on the facts of the case.

To confirm, my decision only relates to issues that happened up to the date of RSA's response to Mr D's complaint on 21 August 2021. Anything that happened after this date which Mr D is unhappy would need to be considered separately.

I've acknowledged in my provisional decision that RSA could have done more to move the complaint forward in a timelier manner. However, while this may be the case, it is still entitled to undertake any investigations it sees fit. In light of the circumstances surrounding the

claim, I do still think it would have taken RSA some time to complete its investigation and satisfy itself of the validity of the claim. So, I remain satisfied, having reviewed the timeline of events, there was around six months of avoidable delays.

I haven't commented on the alleged inconsistencies in the initial inspection report as I don't believe it impacts my decision in this instance.

In my provisional decision, I've accepted Mr D would have suffered trouble and upset by the way in which the claim was handled by RSA. The awards of this service are modest in nature and aren't designed to be punitive or at such levels a court may award for damages etc.

I can't make awards for losses that weren't incurred, so while it may be the case Mr D could have hired another boat he didn't do so. And for the same reasons as my provisional decision, I won't be making an award for the marina fees - Mr D didn't move the boat back to the U.K. so he would have needed to pay the fees in any event.

Overall, having considered everything, I'm not minded to change the outcome I reached in my provisional decision. So, it is my decision that this complaint should be upheld and RSA should pay Mr D compensation of £600 to reflect the trouble and upset he was caused by its handling of his claim.

My final decision

My final decision is that I uphold Mr D's complaint against Royal & Sun Alliance Insurance Limited. I direct it to pay Mr D £600 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 2 June 2022.

Alison Gore
Ombudsman