

The complaint

A company, which I will refer to as 'H', complains about Royal & Sun Alliance Insurance Limited (RSA)'s handling of their buildings insurance claim.

Mr P has brought the complaint on behalf of H, and is represented in the complaint by Mr L. However, for ease I will simply refer to 'H' below.

All references to RSA also include its appointed agents.

What happened

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

What I can't consider in my decision

My decision focusses on events up to September 2021, when RSA were obliged to provide H with referral rights to our service.

I can see some of the things H has complained about relate to RSA's handling of their complaint. There are a number of factors that determine whether or not we can consider a complaint, such as whether the activity complained about is something we can investigate.

DISP 2.3.1R says "*The ombudsman can consider a complaint under the Compulsory jurisdiction if it relates to an act or omission by a firm in carrying on one or more of the following activities.*"

Following that is a list of activities that we can investigate. That means we can only investigate H's complaint if the actions of RSA in handling the complaint are a regulated or otherwise covered activity.

That list doesn't include complaint handling. So as the activity isn't one the regulator authorises, and it isn't an activity covered otherwise under the rules, I've not considered the issues H has raised about complaint handling in my decision.

My findings

I understand H has strong views about what's happened. I've read and considered everything they've said carefully. However, my findings focus on what I consider to be the central issues and won't cover all the points raised. This is not intended as a discourtesy, but rather to reflect the informal nature of our service.

Having considered everything, I agree with the conclusions reached by the investigator for these reasons:

- I've reviewed all available communication between H and RSA. I can see RSA has asked H for several pieces of information in order to validate the claim (such as lease agreements and H's accounts). But I've not seen anything that persuades me what RSA asked for to validate the claim is unreasonable, or that it has treated H differently.
- However, I can see there have been issues with the way RSA has communicated to H and its representatives. This includes a lack of clear updates on the claim, slow responses to H's requests, asking for information it already had and not explaining why it required the information it did.
- It's not unusual for claims of this nature to take some time to be resolved. So there's always an element of inconvenience. I won't be holding RSA responsible for delays I believe were reasonably unavoidable. And as I've set out above, I don't think the information RSA asked for in order to validate the claim is unreasonable.
- But I do think RSA could've been more urgent in progressing matters. Its understandable H wanted to get things resolved as quickly as possible, and had RSA provided clearer detail in its communications, it would have provided greater assurance the claim was progressing. And I think it delayed things further when RSA requested information it already had.
- So, considering everything I've set out above, I'm not persuaded the claim was progressed by RSA as timely as it could've been. For these reasons, I agree with the investigator's recommendation RSA should pay H £300 compensation.
- I note H's comments regarding why they feel £300 is not sufficient. But as I've set out above, I can only consider events up to September 2021 in my decision. The role of this service isn't to make punitive awards, and while I understand H feels very strongly about what has happened, I'm satisfied the compensation is fair and reasonable in recognising the inconvenience caused by RSA.

So, for these reasons, I uphold this complaint.

My final decision

My final decision is that uphold H's complaint.

To put things right, I direct Royal & Sun Alliance Insurance Limited to pay H £300 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask H to accept or reject my decision before 3 August 2022.

Michael Baronti
Ombudsman