

## **The complaint**

Mr I complains Royal and Sun Alliance Insurance Limited (RSA) delayed his claim on his motor insurance policy which resulted in the theft of his car.

There are several parties and representatives of RSA involved throughout the complaint but for the purposes of this complaint I'm only going to refer to RSA.

## **What happened**

Mr I was a victim of a home burglary in February 2022. He realised his spare car keys had been stolen approximately two weeks after the burglary.

Mr I made a claim on his motor insurance policy for replacement locks for his car. The claim was accepted, and RSA planned to have the car locks changed by one of its approved contractors.

However the change of locks did not happen straight away. And two months after the burglary his car was stolen.

Mr I then made another claim on his motor insurance policy with RSA for the stolen car. This claim was accepted.

RSA offered Mr I £350 in compensation for delays caused in changing the locks on his car and customer service issues.

Mr I is unhappy with the level of compensation paid.

As Mr I was not happy with RSA, he brought the complaint to our service.

Our investigator upheld the complaint. They looked into the case and said RSA should increase its offer of compensation to a total of £500.

As Mr I is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

## **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.

In this case I have seen that RSA accept a number of failings on its part during Mr I's claim. RSA accepts it failed to progress Mr I's claim in the appropriate way causing unnecessary delays in replacing the locks of his car after the spare keys were stolen.

RSA gave reasons for the delay which included not being able to find a repairer who could undertake the work. It said one garage had no capacity, and another did not change locks and a third garage failed to contact Mr I to arrange collection of the car.

I have also seen that Mr I gave details of a garage that could complete the work required to change the locks, but RSA did not appoint them.

Although I understand the reasons RSA gave for the delays, as the insurer RSA are responsible for ensuring the work was completed in a timely manner. As the delays meant a high risk of Mr I's car being stolen, I think RSA should have been more proactive in undertaking the work to change the locks or protect the car from being stolen.

RSA also accept that Mr I had excessive waiting times when trying to make contact with its contractors who were organising the repairs.

When Mr I's car was stolen RSA provided him with a hire car. And RSA confirmed he will be able to keep the hire car until he receives his replacement car.

RSA offered £350 in compensation for the inconvenience and delays it accepted it had caused.

I have considered if the amount offered is fair in these circumstances. I understand that the burglary will have created stress and inconvenience for Mr I and then the delays caused by RSA added to this stress.

I have taken into account the delays caused by RSA, the time Mr I had to spend trying to progress the change of locks, and the inconvenience caused by the resulting theft of his car. And I agree with our investigator that the amount of compensation should be increased. I think a total compensation of £500 is fair in this case.

Therefore, I uphold Mr I's complaint and require RSA to pay Mr I a total of £500 in compensation.

### **My final decision**

For the reasons I have given I uphold this complaint.

I require Royal and Sun Alliance Insurance Limited to pay Mr I a total of £500 compensation, less any amounts already paid.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr I to accept or reject my decision before 19 October 2022.

Sally-Ann Harding  
**Ombudsman**