

The complaint

Mr M complains about Royal and Sun Alliance Insurance Limited (RSA) who declined part of his claim, on his home insurance policy.

What happened

Mr M returned home to discover that he had been burgled. The thieves had taken several items from his property. He reported the theft to the police and RSA.

During the claims process, RSA asked him what was taken and where in his home had it been taken from. Mr M explained that money in an envelope as well as jewellery had been taken from his bedside table. That his safe that he had had for around six weeks had also been stolen with its contents.

Around three weeks later, Mr M told RSA that he had left the jewellery in the safe that had been taken. But as RSA considered his claim and what he had previously told them in an earlier phone call, it declined the jewellery (namely a watch and bracelet) that had been stolen. It told Mr M that these had been declined as he hadn't complied with the policy terms. As he had told RSA that he had left the jewellery on his bedside table rather than in a safe (or wearing them) as specified in his policy.

Mr M complained to RSA. And said that he hadn't received a copy of his policy with the term that related to storing jewellery in a safe. He also said that he was unable to access his online account, so that he could check his policy. But in the final response, RSA told Mr M that as he hadn't adhered to the policy terms and conditions, then the claim would remain declined. It relied on the policy terms to support the declination. It also said that the policy documents had been sent to him to the correct address. So, Mr M referred his complaint to our service.

One of our investigators considered the complaint and thought it should be partially upheld. She said that as there had been a delay during the claims process, RSA ought to pay Mr M £200 compensation for this error. She also recommended that RSA ought to consider the claim regarding some jewellery, as this hadn't been completed. She said that it was fair that RSA declined the watch and bracelet, as she thought Mr M had, on the balance of probabilities, a clearer recollection of the event closer to the incident, rather than later.

Ultimately, RSA accepted the view, Mr M did not. He said that the safe had been stolen from him and it contained everything, which he felt hadn't been considered. He also said that RSA hadn't sent him a copy of his policy and he was unable to access his online account and wasn't aware of the requirement to keep jewellery in a safe, if not being worn. So, he asked for a decision from an ombudsman.

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 will partially uphold this complaint, but for much the same reasons as our investigator. I understand that this may be a disappointment to Mr M, but I hope my findings go some way in explaining why I've reached this decision.

Mr M returned home to find that his home had been burgled. He described that the thieves had taken his newly purchased safe and its contents, as well as money and jewellery. The main issues of this complaint are whether RSA fairly declined his claim relating to the watch and bracelet. And whether it had sent him his policy documents.

Early on during the claims process, RSA asked Mr M to explain where his stolen possessions were and what was taken. Mr M explained that some of his possessions were in a safe in his bedroom and the safe and its contents were stolen. He also explained that on his bedside table he had left his jewellery and an envelope of money.

I have been provided with a copy of the call recording, in which Mr M was asked about the burglary. I understand that Mr M said that he made an error when he told RSA that he had left his jewellery and cash on his bedside table. He explained that he was in a panic and the jewellery had been in the safe that had also been taken. He also said that he told RSA that the jewellery had been kept in the safe, albeit around three weeks later.

Having considered the timeline of events, I'm more persuaded, on the balance of probabilities, that it was more likely than not that Mr M's recollection of events would be more accurate, closer to the event, rather than around three weeks after the theft. So, whilst I don't doubt what Mr M has said, having listened to the call I don't think he sounded panicked and I also think he answered the questions asked very clearly. Consequently, I don't think that RSA were unreasonable when it declined the claim for the watch and bracelet.

Mr M also complained that he wasn't made aware of the policy term, that meant that he had to keep the jewellery in a safe, if he wasn't wearing it. He said that RSA failed to provide him with a copy of his policy, and he was unable to access the policy on his online account.

I have had a look at this further. RSA said that it had sent policy documents to Mr M's home address. So, I've looked at the address details that RSA entered on the documents. Our approach is to consider whether RSA has done what we would reasonably expect it to do. I note that the address that it used, is the same address that Mr M gave our service. And I can see that all the details included are correct.

As there is no evidence to suggest that the documents were undelivered, we would conclude that they were delivered. And that RSA did everything that we would expect it to do. Accordingly, I'm persuaded that the documents were delivered.

I understand that Mr M has said that he didn't have access to his online account so that he could read his policy documents there. But I would've expected Mr M to have contacted RSA much sooner, and informed them of the access issues he was experiencing, but I've seen no evidence of this.

Finally, I understand that RSA has agreed to our investigator's recommendation to pay Mr M £200 compensation for the delay during the claims process. I'm satisfied that there was a delay, that Mr M had to chase for updates, which would have caused him some inconvenience and distress. And I think that it's fair and reasonable that RSA pay compensation of £200 to Mr M, for this error.

Taking all of this into consideration, I do think that Mr M suffered distress and inconvenience and I do think that should be reflected in the compensation that RSA ought to pay. So, I think it's fair and reasonable for RSA to pay a total of £200 to Mr M, for the trouble and upset caused. I also think that RSA fairly declined the part of Mr M's claim regarding the watch and bracelet, given the terms and conditions of the policy. And I think that RSA correctly addressed the policy documents to Mr M and I'm persuaded that they were delivered.

Putting things right

To put matters right, I direct Royal and Sun Alliance Insurance Limited as indicated below.

My final decision

For the reasons given, I partially uphold Mr M's complaint.

To put matters right, Royal and Sun Alliance Insurance Limited to:

Pay Mr M £200 compensation for the trouble and upset caused.

Royal and Sun Alliance Insurance Limited must pay the amount within 28 days of the date on which we tell it Mr M accepts my final decision. If it pays later than this, it must also pay interest on the amount from the date of my final decision to the date of payment at 8% a year simple.

If Royal and Sun Alliance Insurance Limited considers that it's required by HM Revenue & Customs to deduct income tax from that interest, it should tell Mr M how much it's taken off. It should also give Mr M a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 27 December 2022.

Ayisha Savage
Ombudsman