

## The complaint

Ms H complained about her car insurer, Royal & Sun Alliance Insurance Limited (RSA). She said it didn't make reasonable adjustments for her on account of her disability and had promised to change solicitors for her (in respect of a claim) but didn't do so.

## What happened

Ms H told RSA that she doesn't use emails, due to her disability. RSA took her email address off of its system – but before it did so it sent her a complaint response letter by email. Ms H was unhappy about this and complained.

Ms H told RSA she was also unhappy about the solicitors dealing with her claim that arose from an accident she'd had. She told RSAS she had asked it to change the solicitor and it had agreed but this didn't happen. RSA said it wouldn't agree to that.

Our Investigator felt that as RSA had amended its system, it had acted fairly in response to Ms H's request. And he felt that RSA wasn't required, under the policy, to offer a change of solicitor. So he didn't think RSA had done anything wrong. Ms H remained unhappy and her complaint was passed to me for an ombudsman's decision.

I felt RSA hadn't acted quickly enough to make adjustments for Ms H. So I felt it should pay her £200 compensation. My provisional findings were:

*"I see RSA has confirmed it removed Ms H's email from its system. So, in that respect it has made an adjustment for Ms H in respect of her needs as stated to it.*

*However, a member of RSA's complaint team was told of Ms H's need roughly a day and a half before it sent its complaint response letter to her by email. So, I don't think it acted quickly enough to make the adjustment or took enough care to make sure this important letter was sent to Ms H in line with her needs. I can see that was distressing for Ms H. I think RSA should pay her £200 in compensation for the upset caused.*

*I appreciate that Ms H was frustrated with the solicitors that were handling her claim. But RSA can't reasonably answer her concerns in that respect and I know it has referred her to the legal ombudsman. Having reviewed the policy I can see that RSA will sometimes offer an alternative solicitor – but this is where cases are progressing to court. As I understand it Ms H's claim was settled without progressing to court. RSA was unable to find any call note or recording in which it may have imparted detail to Ms H about it agreeing to change her legal representation. I understand Ms H thinks RSA misled her in this respect but I haven't seen anything that makes me think that is the case. Given the policy does give the policyholder options as matters progress, I think it's just as likely that a natural misunderstanding occurred, as RSA failing Ms H by knowingly or negligently misleading her."*

Neither RSA nor Ms H objected to my findings.

### **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.

As neither party objected to my provisional findings, I've no need to change or move away from them. They are now the findings of this, my final decision.

### **Putting things right**

I require RSA to pay Ms H £200 compensation.

### **My final decision**

I uphold this complaint. I require Royal & Sun Alliance Insurance Limited to provide the redress set out above at "Putting things right".

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms H to accept or reject my decision before 16 November 2022.

Fiona Robinson

**Ombudsman**