

## **The complaint**

Mr G complains items went missing or were damaged when Royal & Sun Alliance Insurance Limited (RSA) were dealing with a claim on his motor insurance policy.

## **What happened**

Mr G unfortunately had an accident. He contacted RSA to register his claim, and his car was collected and delivered to a company I'll refer to as C. His car was ultimately deemed a total loss, but Mr G had concerns about the way his personal possessions were treated while in the care of C.

Specifically, he said his items had been moved when they shouldn't have been and C's agents made comments he didn't like. Mr G also said five pouches of tobacco, a fishing reel, and some other fishing items were missing and the slow cooker had been damaged.

RSA said they'd asked C for comments as well as reviewing the video evidence Mr G had provided. They said the footage shows C moving items from his car and stacking them neatly outside the car. There were no signs of anything malicious, and images taken of the items before moving them showed the car was stacked full of personal items – some of which were falling into the front near the gear stick. RSA said this could be dangerous if C were to drive the car. RSA added C's agents were being recorded without consent. So they agreed many of the comments were unprofessional, but felt this was more likely to be friendly banter.

RSA added personal possessions aren't covered under the insurance policy and the footage provided doesn't show any theft. Overall, they didn't uphold Mr G's complaint.

Unhappy with this Mr G asked us to look into things. One of our Investigators was persuaded about the items Mr G had reported as missing / damaged – and that this had happened during C's care. As RSA appointed C, they're responsible for C's actions. So, to cover the cost of replacing the items, plus compensation, she awarded £250.

Mr G accepted this outcome, but RSA didn't. They said they didn't think the information provided showed a lack of care, and the policy terms don't cover personal items so they're not responsible for them going missing or being damaged. They also said the slow cooker images had only been provided to them some months after the incident.

## **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 think there are several things to address here:

- C's agents taking Mr G's items out of the car
- Their handling of them during this time and when they were placed back in the car including their comments

- Missing / damaged items

*C's agents taking Mr G's items out of the car*

RSA have explained the reason they took the items out of the car was because it was dangerous when driving it around the yard due to the amount of items and that they could fall on the gearstick.

I know Mr G asked them not to, but I think that's a reasonable thing to have done. It's clear there was a lot of items in the car, and I think C taking some safety precautions is quite reasonable. So, I can't say they've done anything wrong in initially removing items from the car.

*Their handling of them during this time and when they were placed back in the car including their comments*

I've looked at the dashcam footage. While it's unfortunate for RSA to have had C's comments recorded, I suspect it's also something Mr G wouldn't really have wanted to hear said about him / his possessions.

Mr G has said he wasn't aware the dashcam was still recording. Given this all started due to an accident which wrote off his car, I think it's reasonable to accept the dashcam still recording when the car was turned on may not have been at the forefront of Mr G's mind. And while I understand RSA's desire to categorise C's comments as friendly banter, as they didn't know they were being recorded, I'm not sure I can completely agree with that. Some of the comments made by C's agents are:

- "Mate I've never seen so many personals"
- "Even all his food's in there"
- "I bet there's something in there and all"
- Agent one found a TV, agent two said "No way." Agent one said "Do you need a TV?"

Some of the above quotes were punctuated by swearing as well – and it's clear there is a lot of rustling and noise suggesting the agents are going through items of Mr G's as he's said.

I find C's comments and their handling of Mr G's items to be inappropriate and unprofessional. There is no reason for them to have looked through his items like they seemingly did – and one agent asking another if they need a TV isn't appropriate. I'm not saying C were planning to steal anything from Mr G's car – but I can understand why Mr G may have interpreted things that way.

I've also seen Mr G's photos of how the items have been placed back in the car, and they do show as though they've not been placed with the kind of care I'd expect for a policyholder's possessions.

*Missing / damaged items*

Mr G has said five pouches of tobacco, a fishing reel, and some other fishing items were missing – and his slow cooker had been damaged.

RSA have said they don't agree the evidence – photos of the car or the dashcam footage – show this. And, in any event, the policy terms don't cover personal possessions.

I'll deal with this last argument first – as I think RSA are missing the point. Mr G isn't expecting RSA to cover missing / damaged items under the specific terms of his insurance contract. His argument is while they were in the care of one of RSA's agents, C in this case, the items went missing or were damaged. If that's true or I decide this is more likely than not to have happened, then I think that'd be fair for RSA to cover these costs. It can't be the situation that RSA (or someone acting on their behalf) take possession of someone's property, mistreat it, and because the insurance policy terms say they don't have to pay out for this they don't.

I've gone into a bit more detail than I expected to have needed to here, because I can see our Investigator eloquently explained this several times, but RSA still didn't accept this. So, I wanted to make sure this was as clear as possible for RSA.

Turning now to Mr G's actual concerns. He's said some tobacco and fishing items have gone missing, and the slow cooker has been damaged. I can see this was first mentioned quite early on in the claim on 5 July 2022. Throughout his claim Mr G has been clear and consistent in saying some items have gone missing and the slow cooker has been damaged. Given the nature of the items that have gone missing, I can't be certain they were in the car. But, as Mr G has been clear and consistent in saying they were, and the items appear to correlate with his plans for that time away – I think it's more likely than not they were.

Having accepted this, I don't know why items have gone missing. I've not seen anything in the dashcam footage that shows C have deliberately taken any items nor do I have any reason to suspect this. But, given what I've found about how C handled Mr G's items, I think it's more likely than not they have simply been misplaced by mistake.

In relation to the slow cooker, the photos do show it's clearly damaged. RSA have said they weren't provided with photos to show this at the time of the claim – Mr G said he did send them.

It's unclear to me whether RSA asked Mr G for photos of the slow cooker, or whether he provided them. But, again I need to decide what I think is more likely than not – and, again, given the way I can see Mr G's items were handled by C I'm satisfied it's more likely than not the slow cooker was damaged while the car was in C's possession.

So, taking into account the above, I'm going to require RSA to refund Mr G for these missing / damaged items.

### **Putting things right**

Mr G has said the damaged items come out to around £118. Our Investigator overall felt £250 compensation was fair to cover the cost of the missing / damaged items, plus some compensation for the way things had been handled.

I think that's a fair way of resolving matters as well. I think Mr G has been caused distress by C, who were appointed by RSA, and compensation on top of the missing / damaged items is appropriate.

### **My final decision**

I uphold this complaint and require Royal & Sun Alliance Insurance Limited to pay Mr G £250 to cover the missing / damaged items and compensate him.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr G to accept or reject my decision before 10 February 2023.

Jon Pearce  
**Ombudsman**