

## **The complaint**

Mr W's complaint is about a legal expenses insurance claim he made on his Royal & Sun Alliance Insurance Limited ('RSA') legal expenses insurance policy.

Mr W is unhappy with the level of service he received from RSA when making that claim. He refers to delays, having to chase RSA for responses and that his claims handler was disinterested and disengaged.

Mr W wants RSA to apologise and pay him £800 to put things right.

In this decision, all references to RSA include their claims handlers.

## **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.

Having done so, I agree with the conclusions reached by the investigator for these reasons:

- The timeline of Mr W's claim doesn't support that RSA dealt with his claim outside their service standards. As far as I can see they did respond to all correspondence from him within 5 working days, so I don't agree that delays were caused to his claim being progressed.
- There are no call recordings available between Mr W and his claims handler so I can't determine the way in which those calls unfolded or whether RSA did something wrong on them. My role isn't to determine wrongdoing on the specific part of a claims handler however, it's to address whether RSA did something wrong in the round. So, whilst it's possible that the tone of the calls Mr W had with his claims handler wasn't helpful, I don't think this hampered the progress of the claim, which unfolded as I'd expect it to and in accordance with RSA's service standards.
- I appreciate that Mr W had a claim for which he wanted urgent legal assistance. But that doesn't mean that RSA was obliged to provide it. The terms of Mr W's policy meant that RSA needed to consider his claim in accordance with the policy before they could determine whether cover was available to assist him. So, whilst there was urgency on his part to establish funding, this didn't mean that RSA had to address his claim any sooner than they were required to. In this case I've determined that there were no delays on RSA's part that impacted on Mr W's claim for legal assistance and there was no cover available to him in any event because the advice RSA received was that his claim had no reasonable prospects of success. So, I can't see how any delays would have made any difference here as Mr W wasn't entitled to funding anyway. And from what I've seen

Mr W had instructed Solicitors before approaching RSA for funding so I can't see why he felt that progressing his underlying legal dispute was delayed particularly.

- I do however accept that this would've been a stressful time for Mr W and that he felt he needed RSA to handle his claim as a matter of urgency. I've listened to a recording of a call Mr W had with one of RSA's representatives during which he was chasing for a response about the status of his claim. During that call he asked about whether his documents had been submitted to the Tribunal. The person he spoke to clarified that Mr W's file was currently in the process of being reviewed. Mr W then expressed he'd previously asked for details of RSA's complaint process, that no correspondence he'd sent in had been acknowledged and that he's keen to have his claim lodged before he starts a new job the following week because it could affect his ability to work. The representative acknowledged this and explained that his claims handler is in a training session that morning but that she will be available in the afternoon. She told him she would express the urgency of the call and ask the claims handler to call him back as soon as possible. Mr W then confirmed that his claims handler has his mobile phone number and should call him on that. Given the concerns Mr W raised during that call and the fact that he seemed to be under the impression RSA would be lodging his claim against a third party urgently and that he wanted this to happen in the next week, I think his claims handler should have called him back promptly that day- if not the following morning. That didn't happen in this case.
- RSA should have managed Mr W's expectations at least once this call was made by explaining the claims process and particularly that if Mr W wanted his claim lodged in the next week, it was up to him to instruct Solicitors to do this on his behalf at his own cost- but that wasn't something that could reasonably be expected of RSA in that time frame.
- Given the failings I've identified, I agree that the service RSA provided fell below the standard I'd expect to see. I've set out what they should do to put things right below.

### **Putting things right**

RSA should pay Mr W £100 for the stress and inconvenience caused by the failings I've identified. This is in line with our approach to similar awards of this nature.

For clarity, I don't think RSA needs to pay any more or indeed the £800 claimed by Mr W because this represents his legal costs in getting assistance with his case, which wasn't something RSA were obliged to provide given the outcome of his claim.

**My final decision**

For the reasons set out, I uphold Mr W's complaint against Royal & Sun Alliance Insurance Limited and direct them to put things right as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr W to accept or reject my decision before 8 March 2024.

Lale Hussein-Venn  
**Ombudsman**