

## The complaint

Mr O is unhappy with the service provided by Royal & Sun Alliance Insurance Limited (RSA) regarding claims information recorded on his motability insurance policy.

## What happened

Mr O took out mobility insurance with RSA. Mr O received a renewal invite for his policy from another provider, D. He was informed due to the number of claims made under his policy, his policy excess would be increased to £300 if he chose to renew his policy. Mr O complained to RSA about the number of claims recorded. Mr O told RSA that he'd only made three claims during the term of his policy, and so the information being relied on by D when calculating his premium at renewal was incorrect.

RSA responded to Mr O's complaint providing a breakdown of the seven claims recorded during the term of Mr O's policy. Mr O was unhappy with this response, and brought the complaint to the Financial Ombudsman Service.

The investigator found that RSA had recorded Mr O's claim information correctly. The investigator didn't ask RSA to do anything more in settlement of Mr O's complaint. Mr O rejected these findings saying *'apart from only three legitimate claims that resulted in a pay out to the repairs garage the remaining four claims have been registered as a legitimate claim which is incorrect... can you ask the insurance company to provide you with the breakdown invoice payments made to the repair garage...'* As the complaint couldn't be resolved, it has been passed to me for 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.

Mr O's complaint is in two parts. The first question concerns the information recorded by RSA about the number of claims made by Mr O. When evidence is contradictory or inconclusive (or both) I have to make a finding on the balance of probabilities. And having considered the evidence, I'm persuaded RSA has acted reasonably in what it has recorded about Mr O's claims history under his policy. I'll explain why.

RSA has provided information showing the dates and claim description for claims made under Mr O's insurance policy during its three year term. This information was shared with Mr O in RSA's final response letter, and during our investigation. So I haven't repeated it here. It's not disputed that there are seven claims showing under Mr O's policy. I take Mr O's point about not all of the claims resulting in a payment being made by RSA to a third party. But the question of liability for the claim, and how much the claim cost RSA, doesn't change the number of claims recorded under Mr O's policy. I also can't say what impact these claims would have on a price offered by another provider at renewal.

Mr O has asked this service to obtain a breakdown of *'invoice payments made to the repair garage.'* I've carefully considered Mr O's comments. And in doing so I'm mindful that the role

of this service is not to act as claims mediators. Our role is to help settle complaints between consumers and businesses that provide financial services on an informal basis. I'm satisfied RSA has acted reasonably in recording seven claims. I don't consider requesting additional evidence would make any material difference to my decision about how many claims have been recorded.

The second part of Mr O's complaint relates to the increase in his policy excess for the policy offered at renewal. Mr O says this amount isn't justified. I've carefully considered Mr O's comments. But this isn't a complaint for RSA to answer. Mr O's renewal quote was sent by another provider, D. Mr O would need to contact D directly to discuss how his premium was calculated, and raise a complaint directly with it if he remains unhappy with its explanation about the price of the policy offered at renewal.

Although I appreciate what Mr O has explained about the upset caused to him by the number of claims recorded by RSA, I am satisfied RSA has acted reasonably in recording this information. So I won't be asking RSA to do anything in settlement of Mr O's complaint.

### **My final decision**

For the reasons provided I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr O to accept or reject my decision before 4 October 2024.

Neeta Karelia  
**Ombudsman**