

The complaint

Mr B was unhappy with the customer service / administration of his claim following damage caused by a leak in his property. He was insured by Royal & Sun Alliance Insurance Limited ("RSA").

What happened

Mr B was unfortunate to suffer a leak in his property and he made a claim to RSA. RSA appointed a restoration expert to review and validate the claim; this was followed up by an inspection by a loss adjuster.

Due to the damage, delays to the claim occurred as the experts wouldn't review the claim thoroughly until the ceiling was made safe. Consequently, these assessments took around three months, but the claim was still not completed and further steps were required. RSA said it hadn't progressed the case as it had hoped to, so offered £250 compensation for the distress and inconvenience caused.

Mr B thought some of RSA's investigations were too invasive and overstepped the scope of the claim. He felt his privacy had been impacted. Mr B incurred travel expenses to supply some of the information RSA requested, so he wanted these costs reimbursed. Mr B rejected the compensation offered. He thought £1,500 was more suitable to reflect *"the prolonged and avoidable nature of the disruption, as well as the emotional and practical toll it has taken on [him]"*.

Our investigator decided not to uphold the complaint. Whilst she agreed the claim could've been handled better, she thought the compensation offered by RSA was fair and reasonable. She didn't think RSA had overstepped the mark when it investigated the claim, and she didn't think RSA had liability to reimburse Mr B's travel expenses. Mr B disagreed, so the case has been referred to 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.

Whilst I can see Mr B is unhappy with RSA's approach, having considered the points made by both parties, I don't uphold this complaint. I appreciate Mr B will be disappointed by this outcome, so I'll briefly set out my reasoning.

Mr B felt RSA and its representatives invaded his privacy and overstepped its powers when investigating the claim. I can understand why Mr B may have felt this way. The investigation of a claim can be quite demanding and can make the claimant feel like their integrity has been challenged and in Mr B's view, his privacy unnecessarily impacted.

I can see that RSA has shared with Mr B the detailed text from its terms and conditions which sets out the kind of investigation that can follow a claim. Mr B felt RSA took unnecessary photographs of rooms and valuable items that were outside the scope of the claim.

Whilst, this may have felt intrusive to Mr B, I don't find it to be unusual. It's not unusual for insurers to ask for evidence to support a claim or to look at the total value of a policyholder's possessions. This is normal. It's part of ensuring Mr B has put in a valid and genuine claim and to ensure he's not underinsured himself, by understating the overall value of his contents.

Most insurers would carry out a similar validation of the claim. Commercially, insurers want to protect themselves from fraudulent claims or where customers may understate the risk they want insured. From the investigations RSA were carrying out, I don't think it has acted outside of its terms and conditions.

An incident / claim can require a significant amount of effort from a policyholder and unfortunately cause some inconvenience. However, it wasn't RSA who caused the incident, so I can only say RSA has been unreasonable if it has followed a sensible claims management process.

I appreciate Mr B may have spent time and effort in producing evidence for RSA. He's said he had to travel between locations to get hold of some of this information. I wouldn't expect RSA to compensate Mr B for this time or any travel costs, this isn't what an insurance policy covers. This is the normal inconvenience that unfortunately occurs when someone experiences an incident they need to claim for. The policy would normally allow for Mr B to claim back costs where he may have needed to get an expert to provide a valuation for a specific item he owned.

I can see the investigations that were carried out took longer to complete than necessary. There were issues with making a room safe before a full inspection could take place. This delayed the claim progressing as I would've expected it to. RSA has acknowledged this and offered £250 in compensation.

Mr B has asked for compensation of £1,500. I've already set out why I think some of the issues Mr B has raised wouldn't be something I'd look to provide compensation or reimbursement for. The level of compensation Mr B is expecting is far higher than our service would recommend in these circumstances.

I think the £250 offered is fair for the delays that have been experienced up to the date of the final response letter that was issued by RSA in May. It also covers the lack of communication updates Mr B received. Whilst I think Mr B could've been communicated to better, I still think RSA did manage to keep some level of progress updates for Mr B during the claim. Mr B can still accept this compensation offer from RSA should he wish to.

If Mr B feels there were further delays past RSA's final response, he would need to raise these with RSA first before our service can consider them. However, based on the evidence provided, I don't uphold this complaint.

My final decision

My final decision is that I don't uphold this complaint. I don't require Royal & Sun Alliance Insurance Limited to do anymore.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 5 December 2024.

Pete Averill

Ombudsman