

The complaint

Mr C's complaint is about inaccuracies on his claims record held by Royal & Sun Alliance Insurance Limited ('RSA') and the customer service he received in relation to his communications about that.

What happened

The history of this complaint is well known to both parties, so I won't repeat it 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. I've explained my reasons below. Before doing so however I wish to acknowledge Mr C's strength of feeling about his complaint and the detailed nature of his submissions. Whilst I've considered them all, I haven't addressed each and every one in this decision. That's not intended to be disrespectful but rather represents the informal nature of the Financial Ombudsman Service.

Here are the reasons I won't be upholding Mr C's complaint:

- Mr C is concerned that RSA told him their records reflected they had paid out a legal expenses insurance claim for £1,600 to him when he had not received that amount and that this has negatively affected his policy premiums. RSA have explained that the pay out referred to is in respect of the sum paid for Mr C's Solicitor's costs on a claim and that this claim and another that was recorded (which Mr C says was nothing more than a notification) have had no impact at all on the pricing of his policy premiums. RSA have provided this Service with copies of their internal records reflecting his claims history as recorded and assurances that these have had no impact on his policy premiums in any event.
- I'm satisfied that RSA's records do not reflect that Mr C was paid £1,600 when he was not and that this figure is the reserve applied to what it cost or would cost RSA in respect of that claim. As RSA explained in their final response letter this was an error on their part which has now been corrected and in any event the error was not recorded in their database at any point. So, I think they've done what they needed to, to put things right. I'm also satisfied, based on everything I've seen that Mr C's legal expenses insurance claims history has had no impact on his policy premiums which appeared to be his main concern when he initially brought his complaint to the Financial Ombudsman Service.
- The issues I've noted in the point above have in my view had no impact on Mr C to his detriment. The claims history I have seen, with reference to the evidence RSA have provided is correct and has made no difference to what he has been charged for insurance.

- Mr C asked RSA to close all of his open legal expenses insurance claims. I've seen correspondence to support this has been actioned. So, I don't think RSA did anything wrong here.
- RSA agreed there had been a number of service failings on their part when dealing with Mr C's correspondence about his claims history. They accept that they failed to respond to one of his letters when they should have and that he was provided with inaccurate information when he spoke to a customer services manager at renewal. In particular RSA said the manager should have been able to check which section of cover a claim had been submitted against without the need for Mr C or them to contact their claims team. RSA recognised these issues would have caused Mr C some inconvenience and offered him £175 in recognition of this. I think this goes far enough to compensate him in the circumstances for these failings and indeed the incorrect information he was initially given about one of the claims being paid out to him when it wasn't. This is broadly in line with what we'd award in similar circumstances.
- Mr C should note that it is not the Financial Ombudsman Service's role to punish businesses for anything they've done wrong. Rather we consider whether they did something wrong and need to do anything to put that right, taking into account the individual impact on a customer. In this case the amount RSA have offered Mr C adequately compensates him for the service he received based on what I've seen, and I don't think anything further should be paid to him.

My final decision

For the reasons set out above, I don't uphold Mr C's complaint against Royal & Sun Alliance Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr C to accept or reject my decision before 21 November 2024.

Lale Hussein-Venn
Ombudsman