

## **The complaint**

Ms K complains that Royal & Sun Alliance Insurance Limited (“RSA”) didn’t respond to emails relating to her buildings insurance claim.

## **What happened**

Ms K held a buildings insurance policy with RSA. She made an escape of water claim in 2022. There were significant issues with the claim and Ms K raised several complaints, which are the subject of separate review by this Service.

In November 2023, Ms K sent several emails about her claim to her claims handler. Ms K didn’t receive a response so she forwarded the emails to a complaints agent who had dealt with one of her previous complaints. When she didn’t receive a response after several weeks, she phoned RSA to complain. She was upset RSA had ignored her.

RSA said it would arrange for someone to call back to log the complaint. But, when someone did, they couldn’t log the complaint because of the value of the claim, so they had to ask the claims handler to contact Ms K and to log the complaint. Ms K also wanted to speak to the claims handler’s line manager, but RSA declined to provide their contact details.

RSA didn’t uphold Ms K’s complaint. It recognised Ms K’s frustration but didn’t think it had done anything wrong. It said the claims handler had logged the complaint in line with its process and it doesn’t provide line manager contact details. It also said the complaints agent Ms K had forwarded her emails to was not a claims handler. It provided Ms K with an update on the claim but it didn’t ask Ms K for copies of the emails she’d sent.

Ms K asked our service to investigate the matter. Our investigator asked RSA why it hadn’t dealt with Ms K’s emails. RSA said it hadn’t received them. Our investigator asked Ms K for copies of the emails, and she provided these. Our investigator then thought the complaint should be upheld. He thought the emails should have been dealt with and, as they hadn’t been, he thought Ms K had been caused distress and inconvenience. He asked RSA to pay Ms K £150 to put things right.

RSA agreed with our investigator’s view. Ms K didn’t agree. She thought RSA should pay more compensation considering the complex background of her complaint. She also wanted our Service to make findings in relation to the emails that RSA hadn’t responded to. But our investigator didn’t think this was within the scope of the complaint.

As Ms K didn’t agree, the complaint has been passed to me to make a final 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’m upholding the complaint for broadly the same reasons as our investigator. I’ve focused my comments on what I think is most relevant. If I haven’t

commented on a specific point, it's because I don't believe it affects what I consider to be the right outcome.

I first need to clarify the scope of my decision. I've considered the complaint that Ms K raised to RSA in December 2023, about RSA not responding to emails she sent in November 2023. I recognise this is part of a much larger ongoing dispute. Ms K has very strong, and I think entirely understandable, feelings about this dispute and I think it's important for me to acknowledge that. But my decision here only deals with Ms K's complaint raised in December 2023 about RSA not responding to her emails.

I've listened to the calls where Ms K raised her complaint to RSA. Ms K said she was unhappy with her claims handler who hadn't responded to her in a few weeks. She said she was also unhappy with the complaints agent who she'd forwarded her emails to and who also hadn't responded.

Ms K has provided copies of the emails she sent to RSA in November 2023. They raised various matters in connection with her claim, including settlement amounts, the content of reports, the prospect of additional damage, and costs Ms K wanted RSA to pay.

RSA has said it searched its systems and couldn't find the emails. I've forwarded the emails to RSA and RSA said it hadn't seen them before.

I acknowledge RSA's position. But Ms K's emails were correctly addressed. And her other emails sent before and after appear to have been received. Ms K also received at least one out-of-office response from the claims handler on 10 November 2023, which she's provided. This indicates to me that at least one of Ms K's emails was received. The out-of-office said the claims handler was away until 21 November, but I can't see RSA contacted Ms K in relation to this until she complained in December.

I can understand why Ms K felt it necessary to forward her emails to another member of staff that she'd dealt with before. While I accept that this member of staff was not a claims handler, I think it was reasonable for Ms K to expect that her emails would have been forwarded to someone who could respond to them. Ms K also mentioned the emails during her complaint calls in December. So, when RSA investigated, I think it should have been apparent that it would need to ask Ms K to re-send the emails if it didn't have them to hand. So, I think it's fair that RSA reviews and responds accordingly to the emails, if it hasn't by now.

Regarding RSA not providing the line manager's direct contact details, I don't find this to be unreasonable or unusual. Ms K has mentioned RSA's complaints process, which I acknowledge. But I'm not persuaded that RSA's refusal to provide a line manager's contact details was unreasonable.

Even so, it's clear to me that RSA's failure to review and respond to Ms K's emails caused Ms K undue distress and inconvenience. She's said she felt ignored and found this demeaning. I can understand why she felt that way. I also think it was inconvenient to have to wait for a response, and then to have to chase and complain. It was also unhelpful for RSA to have a complaints agent call Ms K to log her complaint when the agent wasn't authorised to do so. I think this would have added to Ms K's frustration.

Our investigator thought RSA should pay compensation to recognise all this. He recommended RSA pay Ms K £150. I've thought about this, and I've carefully considered the points Ms K has raised in relation to the background of her complaint and the impact it's had on her. For RSA's failure to respond to Ms K's emails, and the issues logging her complaint,

I'm satisfied that £150 is a fair and reasonable amount of compensation to reflect the upset and hassle caused. So, if RSA hasn't done so already, I require it to pay Ms K £150.

Ms K has asked our Service to provide redress in relation to the contents of her November emails. For example, she's asked that we tell RSA to pay certain costs in connection to her claim. I've considered Ms K's reasons for wanting this outcome. But as our investigator has explained, I don't consider that it's within the scope of this complaint for me to make findings on the contents of the November emails. In Ms K's complaint calls with RSA, she made it clear that her complaint was that her claims handler was not responding to her. She found this to be a matter of poor customer service and she's made similar comments about this to our Service. Ms K didn't raise dissatisfaction about the contents of the emails. The dissatisfaction she expressed was in relation to RSA not responding at the time. I'm satisfied the redress I'm awarding fairly addresses this.

While I make no findings on the contents of the November emails, I recognise that the points raised within have most likely progressed since then. If Ms K remains unhappy about them, she would be entitled to raise a new complaint to RSA and RSA would need to respond accordingly. Ms K would then potentially be able to refer the matter to our Service if she's unhappy with RSA's response.

I recognise my decision doesn't go as far as Ms K would like. I want to reassure her I've considered the matter carefully, along with all the point she's raised. But for the issues I've considered within the scope of my decision, I'm satisfied the below redress is fair.

### **Putting things right**

To resolve the complaint, if RSA hasn't already, I require it to:

- Review and respond accordingly to Ms K's emails sent in November 2023, and
- Compensate Ms K £150 for distress and inconvenience.

### **My final decision**

For the reasons I've given, I uphold Ms K's complaint about Royal & Sun Alliance Insurance Limited and direct it to do as I've set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms K to accept or reject my decision before 28 April 2025.

Chris Woolaway

**Ombudsman**