

## **The complaint**

Mr P complains Royal & Sun Alliance Insurance Limited (RSA) failed to progress a referral for legal assistance as part of a claim on his motor insurance policy.

RSA are the underwriters of this policy i.e. the insurer. Part of this complaint concerns the actions of the intermediary. As RSA have accepted it is accountable for the actions of the intermediary, in my decision, any reference to RSA includes the actions of the intermediary.

## **What happened**

This complaint follows on from a previous complaint resolved by our service in April 2024. The background is that Mr P made a claim on his motor insurance policy after he found damage to his car that had been left with a car parking service whilst he was on holiday. His claim was declined, and Mr P contacted the legal assistance for guidance, but no assistance was forthcoming.

In May 2024, as part of the resolution to the afore mentioned previous complaint, RSA agreed it would make the referral for legal assistance on behalf of Mr P.

Mr P said this was not done, and in August 2024 he made a new complaint to RSA about it not making the referral for legal assistance on his behalf as it had agreed to do. In November 2024 RSA confirmed that an instruction had now been sent and its legal partner would be in contact shortly. It paid Mr P £250 compensation for the delay in the instruction being sent.

Because Mr P was not happy with RSA, he brought the complaint to our service.

Our investigator did not uphold the complaint. They said the £250 offered by RSA for the delays caused was fair and reasonable and was in line with what they would have asked it to pay, had it not already done so.

As Mr P is unhappy with our investigator's view the complaint has been brought to me for a final decision to be made.

## **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.

For the avoidance of any confusion, it is important to be clear that in this complaint, I am only able to consider Mr P's complaint about the delay in RSA making the referral to its legal provider, from the date it agreed to do this.

In this case RSA agreed to send the instruction to its legal expense provider in May 2024. Therefore I can only consider the delay caused by RSA between May 2024 and November 2024, which is the date it completed its investigations into Mr P's complaint that it had not made the referral as agreed.

I saw Mr P made a number of attempts to chase up the referral to the legal assistance after May 2024. In August 2024 RSA's legal assistance provider still hadn't been in touch with him so he made a complaint to RSA.

In November 2024 RSA accepted it had missed sending the instruction to its legal provider. It confirmed the instruction had now been sent. It apologised, and paid Mr P £250 compensation for the delay. It also allowed his no claim bonus due to the poor handling of his claim, meaning a fault claim would not be shown against his policy.

Mr P confirmed the legal assistance provider contacted him in November 2024. He said it called him to obtain the details of what had happened and told him his case would be allocated to a claims handler who would contact the car parking firm in question.

RSA's error in not sending the instruction caused a delay of approximately six months to Mr P's case being allocated for legal advice. I think the compensation of £250 paid to Mr P by RSA is a fair and reasonable amount in the circumstances of this complaint and it is in line with what our service would recommend.

I recognise Mr P feels strongly that due to the amount of time that has passed since the incident occurred it may have an influence on a positive outcome through the legal assistance, however I am unable to consider any outcome from the legal investigations taking place, as part of this complaint. If Mr P is unhappy with the legal assistance investigation he would need to bring this to RSA's attention in the first instance.

I'm sorry my decision will be disappointing to Mr P, but after considering the evidence provided I don't uphold his complaint and don't require RSA to do anything further regarding the delay in making the referral.

### **My final decision**

For the reasons I have given I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr P to accept or reject my decision before 4 March 2025.

Sally-Ann Harding  
**Ombudsman**