

The complaint

Ms R has complained about the way Royal & Sun Alliance Insurance Limited (RSA) communicated with her when she called to enquire about making a claim under her Home and Buildings Insurance policy.

All reference to the insurer RSA in my decision includes agents acting on its behalf.

What happened

In August 2024 Ms R called RSA. She asked if her policy covered her to make a claim for damage discovered to her bathroom due to a slow leak.

During the call, RSA asked Ms R some questions which matched the questions it asked when Ms R applied and renewed the policy. One of the questions was whether Ms R or any family member had received a conviction for any offence except for driving or speeding.

When asked this question by RSA, Ms R explained that a family member had received a conviction for an offence outside of a driving or speeding offence.

RSA said it would need to refer Ms R's answer to its underwriters, as this was a different answer to the one Ms R had given when she'd renewed her policy.

Ms R was upset about this. She didn't understand why RSA needed to know this information and how it related to her policy or claim.

On 22 August 2024 Ms R received an email from RSA, which she was unhappy with as she said it was poorly written and had spelling mistakes. She also complained that the agent she spoke to about making a claim was rude to her.

On 25 August 2024 RSA accepted the email had been poorly written, apologised to Ms R, and said it had given feedback. It didn't agree its agent had been rude to Ms R in the claim call.

An investigator acting on behalf of RSA, which I'll refer to as 'A', contacted Ms R on 30 August 2024 to request an interview in order to investigate her claim. They explained that if they didn't hear from Ms R within 14 days, they would refer back to RSA.

Ms R didn't respond, and so 'A' contacted Ms R by email on 9 September 2024. 'A' said it hadn't heard from Ms R. It said that if it didn't hear from her in the next seven days it would refer back to RSA and this may lead to her claim being disregarded.

On 9 September 2024, Ms R replied by email to say she hadn't made a claim, but had only made an enquiry. She was unhappy with receiving threatening emails and felt the matter had unnecessarily escalated. Ms R raised a further complaint.

On 14 September 2024 RSA responded to Ms R's complaint. It said it advised Ms R on 29 August 2024 that it would pass her claim to 'A'. RSA said that while it understood the email may have caused some worry, it had acted reasonably as it needed to investigate so that the information it held to provide cover under the policy was correct to consider the claim – and to meet the declaration Ms R made when she applied and renewed her policy with it.

RSA said it was fair for 'A' to advise Ms R of the consequences and why her co-operation was needed to finalise its investigation.

Ms R remained unhappy and asked us to look at her complaint. Since RSA issued its final response letter dated 14 September 2024, I understand Ms R arranged an interview and as a result, RSA made the decision to avoid her policy from March 2022.

One of our Investigators explained that this service could only look at issues up to 14 September 2024, as this is the date of the final response letter from RSA. So we could not look at anything that had happened after that. It is for Ms R to raise a new complaint if she is unhappy with issues after 14 September 2024 to RSA first.

The Investigator listened to the notification call Ms R made to RSA and was satisfied that Ms R's intention was to make a claim. She explained that it wasn't unusual for an insurer to ask some questions in line with what they ask a customer when they apply for a policy at this stage. And having done so, as RSA discovered Ms R hadn't declared a family member's conviction, it wanted to investigate the matter further to establish if it could meet Ms R's claim.

The Investigator hasn't seen a copy of the email dated 22 August 2024 which Ms R said was poorly written. But RSA accepted this and apologised.

Having reviewed the other communication from RSA and 'A', the Investigator didn't find they had been rude, or threatening.

So the Investigator didn't recommend the complaint should be upheld.

Ms R didn't agree. In December 2024 she told us she had not called RSA to make a claim, only to ask a question. She asked for a transcript of the call, which Ms R has received.

Ms R says the transcript isn't the original call she complained about. She told our Investigator she had a previous call with a local branch.

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.

I've listened to the notification call between Ms R and RSA. I think it's clear from this call that Ms R's intention was to make a claim against her policy. She explained that a plumber had identified damage to the joists underneath her toilet and her toilet required replacing. Ms R was transferred to RSA's claims team.

When RSA asked its questions in order to proceed with Ms R's claim, Ms R became upset. She was upset about the question asked about convictions, as she didn't understand why it was relevant to her claim. She explained that she couldn't afford to pay for the bathroom repairs, and was upset that the conviction question and her answer might lead to RSA not meeting her claim.

So I'm satisfied that it was Ms R's intention to make a claim against her policy.

RSA asked Ms R a series of questions during the call. This isn't unusual for an insurer to do when a claim is made. It's reasonable for an insurer to check the information it holds is correct in order to be able to consider a claim.

On asking whether Ms R or any family member had a conviction which wasn't a driving or speeding offence, Ms R initially asked if she had to provide this information – and what would happen if she didn't want to answer. Ms R didn't think it was relevant for RSA to know as she didn't hold a criminal conviction and she was the policyholder.

Ms R went on to provide the information. RSA explained that it would need to refer the matter to its underwriter and they would get in touch with Ms R. RSA said it would mark the request as urgent, as Ms R said she was without a toilet and couldn't afford to pay for the repairs.

I found that RSA's agent was polite, considerate and showed compassion for Ms R throughout the call. I think she properly explained the process to Ms R and provided her with clear information as to what would happen next. So I don't find that RSA's agent was rude to Ms R.

RSA appointed 'A' to contact Ms R and arrange an interview. I've seen a copy of the emails 'A' wrote to Ms R on 30 August 2024 and 9 September 2024. On 30 August 2024, 'A' said it had been instructed by Ms R's insurer to carry out an investigation in follow up to her claim. It asked Ms R to contact it within 14 days to arrange an interview.

As it didn't hear from Ms R, it wrote to her by email on 9 September 2024. It said;

"Dear policyholder,

I note that we have not had any response from our previous communication. Please can you reply with your availability within the next 7 days? I must inform you that should no response be received, we will have to report back to your insurer, which will likely result in policy action being taken and your claim being disregarded."

In response, Ms R sent two emails on the same day. She said she hadn't made a claim, only asked a question. She wanted no further contact from 'A' as she found their emails threatening and that the matter had escalated unnecessarily. Ms R raised a complaint.

On 14 September 2024 RSA explained that 'A' had a responsibility to thoroughly investigate on its behalf. Before considering the claim, RSA needed to investigate the non-declaration of the family member's conviction – to see if this would affect the cover under the policy – and in turn – Ms R's claim.

In its response dated 25 August 2024, RSA provided Ms R with an extract from the policy wording at renewal. The policy statement of fact is a record of the information provided by Ms R when she applied for the policy. It read;

"Insurance History

You or any of your family have never received a conviction for any offence except for driving or speeding"

And RSA explained that under the policy wording, RSA requires Ms R to let it know about any change in circumstances as set out under the policy schedule and statement of facts.

I'm in no doubt that having to discuss the conviction with RSA caused Ms R upset. But this doesn't mean RSA was unreasonable for asking the question. This question is one most – if not all insurers I've seen - ask a customer to help it decide on the risk it is prepared to take on when offering a policy. And if an insurer discovers the information it holds may not be accurate, this could impact on whether an insurer can continue with cover or meet a claim.

So – taking everything into account – I think RSA's follow up actions were reasonable when it dealt with Ms R's call in August 2024 to make a claim. I think it treated Ms R as it would any other customer in the same circumstances.

If Ms R is unhappy about issues after 14 September 2024, she can raise a new complaint with RSA. RSA needs to be given the opportunity to provide a final response. If, after its final response, Ms R remains unhappy, she can bring a new complaint to this service.

My final decision

For the reasons I've given above, my final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms R to accept or reject my decision before 17 March 2025.

Geraldine Newbold

Ombudsman