

complaint

Ms T's unhappy that Royal & Sun Alliance Insurance Plc ("*RSA*") turned down her pet insurance claim. She also isn't happy about how it handled her claim and complaint.

background

Our adjudicator recommended the complaint be upheld but only in part. She said the policy explained how it would cover treatments given within the first 12 months of the first treatment given for a condition, but no later. As the scan Ms T's cat needed was after the 12-month period ended, she thought it was fair for RSA not to cover those costs.

The adjudicator also said RSA hadn't handled Ms T's questions about being told over the phone that her claim would be covered very well. She recommended RSA offer Ms T £100 as compensation for the frustration and inconvenience caused, to which it agreed.

Ms T didn't agree with the adjudicator. She asked how RSA could recover recordings of all of the calls except for the important one that showed it mis-led her about her claim. She wanted much more compensation.

my findings

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

The policy says RSA won't pay any claims for a condition once 12 months has passed from the first date of treatment for the condition. Treatment includes, among other things, any examination, consultation or care given by a vet.

Having looked at the medical evidence, I think it was fair for RSA to say the scan Ms T's claiming for took place later than 12 months from the date of first treatment and so shouldn't be paid. I won't add to that in detail since Ms T seems to accept the policy doesn't cover her claim.

That said, Ms T's still unhappy with RSA's handling of her claim. In particular, she says she called RSA before going ahead with the scan and that RSA confirmed she could go ahead on the basis that the policy would cover the cost.

If I saw evidence that Ms T was advised as she says she was before agreeing to the scan, I would have good reason to uphold her complaint. Unfortunately, RSA hasn't been able to trace a call from the relevant time suggesting she was mis-led.

I realise Ms T isn't happy about RSA not being able to produce a recording of the call, but I can't see that there was such a call. Without listening to a recording or seeing notes from the call from the time, I can't say Ms T was given the wrong information.

This service doesn't regulate the insurance industry and we have no power to punish or fine financial businesses. So there's little I can do about the call not being produced, even if I thought RSA had acted unreasonably over it.

Having said that, this service can award compensation to consumers, for example for distress and inconvenience, where a financial business is responsible for something going

wrong. And, in this case, I don't think RSA has dealt with Ms T's concerns about the call recordings very well. It eventually tracked down notes and a recording of a conversation between Ms T and an out of hours vet service provided by RSA. Although ultimately the call didn't support Ms T's complaint, the delay in RSA providing it meant Ms T invested more time and energy in taking her complaint forward than perhaps was necessary.

For that reason, I think Ms T should be compensated. And I think £100 is a fair amount in the circumstances.

my final decision

For the reasons given, I've decided to uphold the complaint in part. I require Royal & Sun Alliance Insurance Plc to pay Ms T £100 as compensation for the way it handled her claim and complaint and the impact this had on her.

Under the rules of the Financial Ombudsman Service, I am required to ask Ms T to accept or reject my decision before 30 October 2015.

Nimish Patel
ombudsman