

complaint

Mr and Mrs D have complained about the way Royal & Sun Alliance Insurance Plc dealt with a claim Mr D made under his motor insurance policy.

background

Mr and Mrs D were on holiday for five weeks touring New Zealand when unfortunately their home was broken into and Mr D's car was stolen. The keys to Mrs D's car were also stolen, but her car wasn't. Mr and Mrs D's son reported the incident to RSA.

RSA removed Mrs D's car from the property to prevent it from being stolen as thieves had the keys to it. Mr and Mrs D experienced significant problems trying to communicate with RSA while in New Zealand about the claim. When Mr and Mrs D returned home in early February, RSA returned Mrs D's car but it was damaged. It had been left outdoors with an open window.

Mr and Mrs D complained to RSA. RSA apologised to them and accepted that it hadn't dealt with their claim properly. It arranged for Mrs D's car to be repaired and it provided a hire car while the repairs were carried out. It said it would pay for Mrs D's car to have replacement key fobs done at a garage of their choosing. It waived the excess fee of £250 and paid Mr and Mrs D £500 compensation for the trouble and upset it caused them.

Mr and Mrs D didn't think the compensation RSA gave them was enough to reflect the upset it had caused them. They said their trip to New Zealand was ruined as a result of the problems they had trying to communicate with RSA. So they brought their complaint to us.

The adjudicator who investigated it didn't recommend that it should be upheld. She was of the view that RSA had dealt with their complaint reasonably and its compensation of £500 was fair.

Mr and Mrs D didn't agree. They don't feel the adjudicator has taken into account the true impact of RSA's poor service to them.

So the matter has been referred to me to decide.

my findings

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

RSA doesn't dispute that it caused Mr and Mrs D unnecessary trouble and upset in the way it handled Mr D's claim. The remaining issue for me to decide is whether the amount of compensation is fair and reasonable in this case.

Mr and Mrs D feel that the compensation given by RSA only really reflects the inconvenience they were put to after they returned from their holiday. They said that it in no way covers the loss of enjoyment and disruption caused to them during their holiday, which was a very special trip for them.

Mr and Mrs D said that it tried to get RSA to deal with their son on their behalf but it refused. And its decision to take Mrs D's car away from the property for security reasons was done without their permission. For family reasons, they needed Mrs D's car returned to their home in time for their return from their holiday, but said it couldn't get RSA to agree to this.

It was clearly distressing for Mr and Mrs D to find out while on holiday that their home had been broken into and one of their cars had been stolen. I think it's reasonable to expect a degree of inconvenience in dealing with such an unfortunate incident. This inconvenience was increased by the fact that Mr and Mrs D were on a different time to the UK so it was late at night or early morning in New Zealand when it was business hours in the UK. This made it more inconvenient for Mr and Mrs D to speak to RSA by telephone and they said that they often had to wait for long periods before speaking to somebody and on one occasion they were cut off. Understandably this frustrated Mr and Mrs D. RSA explained that in January its service wasn't what it should have been due to changes in staff.

Unfortunately I think that the event itself was likely to have an impact on Mr and Mrs D's holiday even if RSA's handling of the claim had been reasonable. For the further inconvenience of the problems communicating with RSA while in New Zealand and the damage to Mrs D's car, I think RSA's payment of £500, with the refund of the £250 excess, is reasonable, along with the hire car provided and choice of garage to carry out the key fob replacements and repairs. I've considered awards which we make and are available on our website and I think RSA's resolution is fair and reasonable in all of the circumstances.

I appreciate that Mr and Mrs D will be disappointed with my decision but for the reasons I've explained, I don't think RSA has been unreasonable to them.

my final decision

For the reasons 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 Mr and Mrs D to accept or reject my decision before 8 February 2016.

Geraldine Newbold
ombudsman