

complaint

Mr D's complaint is about the registration by Royal & Sun Alliance Insurance Plc of a claim under his Let Property Policy.

background

Mr D called RSA's agent because he didn't have a copy of his policy and wanted to understand whether he could make a claim for damage to his roof. He was told it wouldn't be possible to know whether he was covered or not without an inspection by loss adjusters.

When the loss adjusters visited they decided the damage was caused by wear and tear and wasn't covered. Mr D was unhappy to find that this was recorded as a declined claim, which had the effect of increasing his insurance premiums and reducing the number of alternative policies available to him.

Our adjudicator felt that RSA had behaved reasonably and Mr D asked for his complaint to be referred to an ombudsman

my findings

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

Mr D says that when he called RSA's agents it was to find out what his policy said and to reach his own conclusions as to whether he wanted to claim or not. He feels he was led into agreeing to the loss adjusters' visit and he says he was told that it wouldn't have any future consequences for his premiums or policy.

Unfortunately, there is no recording of this call and the only evidence available about what was said is Mr D's recollection and RSA's file notes. From the notes it appears that the call was treated as notification of a claim from the outset. The notes are reasonably detailed and there is no reference to Mr D being told that the process wouldn't have any effect on his future insurance.

Mr D first suggested the damage might have been caused by storm, then by theft and he made a crime report to the police. At that stage the process looks very much like notification of a claim.

When he started the first call Mr D may have been intending only to seek guidance on whether he had a claim but I don't think just reading him the relevant provisions of the policy would have helped much. It was always going to be necessary to inspect the damage before knowing whether there was a valid claim or not. And by the end of the call I think it should have been clear that this was being treated as notification of a potential claim.

This still leaves Mr D's recollection of being told that the process wouldn't have any consequences for his insurance. We have to base our decisions on the evidence available to us and I don't think it would be fair to decide on the evidence I've seen, that RSA did something wrong. It's possible, for example, that any statements it might have made about impact on future insurance were at the very beginning of the call and weren't intended to apply to the later stages when it seems clear it was being treated as notification of a potential claim.

my final decision

For the reasons given above, my final decision is not to uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr D to accept or reject my decision before 29 March 2016.

Jonathan Coppin
ombudsman