

complaint

Miss T's unhappy with the way Royal & Sun Alliance Insurance Plc has investigated and dealt with a claim on her motor insurance policy.

background

Miss T's car was damaged while parked. A person told her what had happened, provided the other party's registration and offered to be a witness. Miss T made a claim on her RSA policy but is unhappy with the length of time it's taken to deal with matters and the way its resolved matters. She wants the claim logged as a non-fault one or for RSA to pay her additional premiums for five years.

RSA says it pursued the other party's insurer but they deny any involvement in the incident. It's also been unable to get anything from the witness. So, after seeking legal advice it closed the claim as a "fault" one as it couldn't recover its costs. But it accepted there'd been a delay, it hadn't been pro-active and its communication with Miss T was poor at times. And it's provided her with £100 compensation for this.

Our investigator didn't feel this complaint should be upheld. She said RSA had tried repeatedly to get information from the witness without success. And the other party denied involvement in the incident. So, RSA passed the case to its panel solicitors who confirmed RSA wouldn't be able to recover its costs and the case should be closed. It wasn't unfair for it to log the claim as a fault one as RSA hasn't recovered its costs. The claim could've been progressed more quickly but RSA's payment of £100 compensation fairly reflects the service provided.

Miss T remains unhappy. She says RSA hasn't considered all the evidence fairly. Her no claims discount ("NCD") is affected and she will have to pay higher premiums for the next five years. She now has to pay her premium monthly because it's so expensive.

my findings

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

Its clear RSA accepts it could've done better when dealing with Miss T and her claim. It's acknowledged there was delay and it could've been more pro-active. And that its communications with Miss T were poor at times.

Even so RSA repeatedly contacted the witness asking for more information. And I don't think it can reasonably be blamed for the fact the witness hasn't proved co-operative. There's also nothing to suggest the witness would've responded any differently if approached a little earlier.

Given what'd happened and the available evidence I think it was reasonable for RSA to seek the view of its panel solicitors before deciding what to do. The advice it got was that without more evidence the chances of successfully pursuing the other party weren't good. I think it was fair for RSA to rely on this advice when deciding not to take any further steps against the other party and to close the claim.

And as RSA hadn't, and still hasn't, recovered its costs of the claim I think it's also fair for the claim to be recorded as a "fault" one. I realise this has implications for Miss T's NCD and makes her current insurance more expensive but RSA hasn't done anything wrong recording it in this way. And I can't fairly or reasonably require it to record the claim as non-fault or pay her for the increased premiums as she'd like.

Taking everything into account, including the level of awards we make, I think RSA's payment of £100 compensation to Miss T for the service she received is fair. And I can't reasonably ask RSA to do or pay any more.

Overall, although I sympathise with the unfortunate and frustrating situation Miss T finds herself in, I don't see any compelling reason to change the proposed outcome in this case.

my final decision

I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Miss T to accept or reject my decision before 30 August 2018.

Stephen Cooper
ombudsman