

complaint

Ms B complains that Royal & Sun Alliance Insurance Plc (RSA) won't meet her claim for items stolen from her car whilst she was abroad.

background

Both parties know what happened in this complaint so I won't go into much detail. The essence of the complaint is that RSA says that, as there's no evidence that force and violence were used to break into Ms B's car, it doesn't have to pay her claim. Ms B says it's likely an electronic device was used to break into the car which didn't leave signs of forcible entry.

The adjudicator thought RSA should pay the claim. RSA objects, and has quoted some previous decisions made by this service to support its stance.

my findings

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

I appreciate why RSA has referred to other decisions made by this service. But I'm only looking at the particular circumstances of *this* complaint when I make my decision.

RSA has already paid Ms B some compensation for the way it handled her claim. I don't think that goes far enough.

RSA isn't saying Ms B's possessions weren't stolen. But it says Ms B's policy excludes theft where there's no sign of force or violence. It's interpreting violence as something obvious – like a broken window. The exclusion is one meant, primarily, to cover RSA against claims made by people who don't take sufficient precautions when leaving items in their cars. That's an understandable stance – but I'm not persuaded it's fair here.

Ms B has been consistent in her description of what happened, including that she locked the car. RSA is assuming that because there isn't any obvious sign of violence Ms B must have left her car unlocked. An electronic device wouldn't leave signs of violence – but it's still a way of breaking into a car illegally.

RSA did say that it would re-consider Ms B's claim if she could provide some evidence that theft using an electronic device was common. I think that's been established. Ms B has said all along that local police in Spain said breaking into cars this way was fairly common. When she called RSA to make a claim she was told it was becoming more common in the UK, too. RSA's own notes say it *knows* this is a way of breaking into cars – but still it rejects the claim.

I understand why RSA might want to limit its exposure to claims like this. But if that's the case then it needs to make the terms and conditions clearer so that customers like Ms B aren't disadvantaged because thieves are developing new ways of breaking into cars.

my final decision

My decision is that I'm upholding this complaint. I direct Royal & Sun Alliance Insurance Plc to pay Ms B's claim in line with any other terms and conditions in her policy. It should also add interest at 8% from the date of the theft to the date of payment.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms B to accept or reject my decision before 18 February 2016.

Sue Peters
ombudsman