

The complaint

Mr A complains that Royal & Sun Alliance Insurance Limited (RSA) has delayed settling his claim on his motor insurance policy.

What happened

Mr A made a claim on his policy following an accident and RSA arranged for a repairer. But Mr A said he didn't hear from the approved repairer for over three months. RSA paid Mr A £150 compensation for this delay. Mr A then decided to arrange his own repairs. But when RSA reviewed his garage's estimate it decided that his car was a total loss. RSA asked Mr A to contact it via a link to provide information to complete the claim. But Mr A said RSA used a phone number he hadn't consented to, and he didn't receive its messages.

Our Investigator didn't recommend that the complaint should be upheld. She thought RSA had accepted that it had caused delays at the start of the claim. And she thought its compensation for this was fair and reasonable. She thought it had contacted Mr A using the number of the phone he used to notify the claim and its communications were clear. And she thought Mr A needed to contact RSA to progress his claim.

Mr A replied asking for an Ombudsman's review, so his complaint has come to me for a final decision. Mr A thought £150 wasn't sufficient compensation for the trouble and upset caused.

What I've decided – and why

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

I can see that it's now over a year since the accident. From what I can understand, the claim isn't yet settled, and I can understand that this must be very frustrating for Mr A. I can also see that Mr A has raised further concerns since RSA provided its response to his complaint. He's concerned about the claim liability, the settlement valuation, further emails not being responded to, and a change in RSA's process. But I can't consider those here as Mr A firstly needs to raise these with RSA to give it a chance to respond.

What I can consider is how RSA initially handled Mr A's claim and how it responded to his complaint about delays. Mr A said RSA was using an incorrect mobile number to send out a link he needed to complete in order to progress the claim, that emails he sent weren't responded to, and that he couldn't get through to RSA on the phone. The result was that there were delays in the claim beyond the initial lack of contact by the approved repairer.

Mr A said RSA was using an incorrect mobile number when it sent him a link to provide information to settle his claim. This number was for a phone provided for a temporary job. But I can see that this mobile phone number was the one that Mr A used to raise the claim and he was then advised it would be used to communicate with him. Mr A accepts this number was the one used to raise the claim, but he said he didn't agree for its continued use.

I agree that this number was different to the one Mr A provided when he took out his policy. But I think RSA gave him clear advice that it would use this number to communicate with

him. It used it successfully for some time before it was disconnected. And I can also see that it also used the other number, but it didn't accept voice mails and Mr A said he doesn't answer calls from business numbers. And RSA also tried to contact Mr A by text and email. I think this was very unfortunate, but I can't say that RSA did anything wrong in trying to communicate with him.

Mr A said his emails to RSA providing his correct personal phone number went unanswered. The Investigator has already explained that on one occasion Mr A replied to a generic email address and so RSA said the intended recipient wouldn't have received it. The email contained Mr A's claim reference, so it should have been attached to his file. But I can't see why it wasn't acted on. And I think RSA's claims team should have responded, but it didn't.

On the other occasion Mr A described, RSA wasn't able to locate evidence of this email being received. But, as this email was sent after RSA responded to Mr A's complaint, I can't comment at this stage on why it wasn't responded to. So, although I can understand Mr A's frustration, again I can't say that RSA did anything wrong.

Mr A said he couldn't get through to RSA using the required number. But our Investigator checked this and was able to reach motor claims without any trouble.

RSA agreed that it's approved repairer and its claims team hadn't done enough to make contact with Mr A after it assigned the repairer to undertake repairs and after his car was declared a total loss. And it should have noted the email he sent with the correct phone number. RSA offered Mr A £150 compensation for this. I think that's in keeping with our published guidance for the level of impact these errors had. And so I don't require RSA to do anything further.

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 A to accept or reject my decision before 5 February 2024.

Phillip Berechree
Ombudsman