

The complaint

Mr U complains about Royal & Sun Alliance Insurance Limited trading as More Than ("RSA") for the way it handled his claim. He wants RSA to revise its approach to complaints handling and to pay him compensation for his poor treatment.

What happened

Mr U's home is part of a development which was built around 2019. Mr U moved into his home in late 2020.

He insured his property with RSA.

In October 2022, a minicab was bringing friends of Mr U to his home. Whilst it was turning to leave, it reversed into a boundary wall and caused damage to the wall.

Mr U submitted a claim to RSA. The wall was jointly owned with a number of other properties within the development.

RSA asked Mr U if there had been any pre-existing damage to the wall and he advised that there had not. RSA instructed its agent to assess the damage. The surveyor accepted that there had been damage and noted that the wall appeared to have been as originally built, i.e., without any previous damage or repairs.

RSA's agent carried out investigations, including a Google Earth check on the property, and this appeared to show the same wall, damaged in a similar way, in September 2020.

The agent asked Mr U to account for this and asked him why he had not mentioned the previous damage.

Mr U explained that he had not moved into the property until after the Google Earth image, and presumably after the wall had been repaired.

Mr U was able to locate CCTV footage showing the car impacting the wall and provided this to RSA.

RSA subsequently accepted the claim and has agreed to cash settle Mr U's share of the repair costs.

Mr U complained to RSA. He felt that he was treated with suspicion and that RSA's agents had no interest in finding evidence to support the claim, but only to reject the claim.

RSA sent its final response in January 2023. It did not uphold Mr U's complaint about the way the claim had been handled, but did offer him £100 for delays which had occurred in the investigation.

Mr U was not happy and contacted us.

Our investigator looked into this matter and recommended that RSA increase its compensation to Mr U to £250. They acknowledged that RSA is entitled to investigate claims but felt like the manner of investigation and communication with Mr U was not handled well and created barriers to his claim.

RSA did not accept that view and asked for an ombudsman decision.

I issued a provisional decision in respect of this matter in August 2023. In that provisional decision I explained that I did not consider that Mr U's complaint should be upheld. I explained that I accepted that RSA and its agents had scrutinised the claim and that this would have felt excessive and intrusive, but that RSA is entitled to carry out investigations to ensure that it only pays appropriate claims. I felt that RSA had appropriately compensated the delays which it had caused, and I did not think that it needed to do anything more.

That provisional decision has been shared with the parties and they have been invited to comment.

Mr U has responded, not accepting the decision. He states that the notes are not reflective of the level of the scrutiny RSA's agents undertook and that the agents argued that the impact was a falling plant pot rather than the wall being impacted, even when they saw the CCTV. He has stressed that the agents did not respond to him and that this caused delays in the claim, and that a manager even accepted that the level of questioning was excessive.

RSA has not responded to the complaint.

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 appreciate Mr U's comments and I accept that he very much felt treated with suspicion. He has pointed to the fact that agents appear to promote their services as declining a high proportion of claims and so he feels that the agents' focus was on declining the claim.

I do not dispute this, and it is clear that the agents made Mr U feel uncomfortable and mistrusted.

I do, however, remain of my provisional view that RSA is entitled to scrutinise claims and to press for evidence, and that I had not seen evidence that its agents had acted unusually in this matter.

I sympathise with Mr U and how he was made to feel, but in this instance there was evidence of previous damage, which RSA was entitled to investigate fully in order to validate the claim. This clearly feels unfair to Mr U, but RSA also has to balance its obligations to its other consumers to only settle valid claims.

I am pleased that RSA accepted the claim in the end, and I hope that Mr U is able to put this matter behind him.

I accept that the agents did not respond to communications and that this delayed matters, but I consider that the compensation paid to reflect this is in line with other awards we would make for similar delays.

Consequently, as my view remains as previously expressed, I adopt my provisional decision - as supplemented by this decision - as my final decision and I do not uphold Mr U's

complaint. I understand that this will be disappointing to Mr U but I hope it demonstrates that I have considered his concerns fully.

My final decision

For the reasons given above, and in the provisional decision, I do not uphold Mr U's complaint and I do not ask Royal & Sun Alliance Insurance Limited trading as More Than to do anything further.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr U to accept or reject my decision before 17 October 2023.

Laura Garvin-Smith
Ombudsman