

## **The complaint**

Mr J complains about Royal & Sun Alliance Insurance Limited (RSA) decision to decline a claim for storm damage under the home buildings insurance policy he holds with his wife, Mrs J.

Any references to RSA include its agents. Mr J is supported in this complaint by Ms P. However, for ease, I'll refer to Mr J throughout this decision.

## **What happened**

The details of this complaint are well known to both parties, so I won't repeat them here. Instead, I will focus on my decision and reasons for it.

The matter was passed to me for a decision. I wasn't satisfied with the evidence provided by RSA to justify its decision to decline the claim. This related to the claim for storm damage as well as the internal damage under the accidental damage provisions of the policy. Both parties were contacted to explain I intended to uphold Mr J's complaint and ask RSA to put things right by taking the steps outlined below.

1. Meet Mr J's claim for storm damage.
2. If any internal damage would remain unrepaired after this, to arrange for this to be met under the accidental damage section of the policy.
3. Pay compensation of £750 to Mr J for the distress and inconvenience caused by the declined claim, service and delays.

I recommended all repairs would need to be carried out forthwith, giving appropriate prioritisation to them in line with Mr J's health condition and the time he and Mrs J have already waited. They would also need to be arranged sensitively, where at all possible, around Mr J's treatment.

Both parties were given time to make further representations in this matter and both have responded. RSA accepted my recommendations. Mr J didn't. He made the following points.

1. He's had an estimate for the work, in the region of £4,500, and needs an assurance RSA will cover everything that entails.
2. He doesn't accept the compensatory payment of £750 is adequate for all the distress caused by RSA declining the claim. This was felt over many months during an already difficult time. And the policy excess will reduce the compensation to around £500. Instead, compensation of £1,000 - £1,500 would be more appropriate.

The matter has been passed back to me for a decision.

## **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've also taken into account the further comments from Mr J in response to my provisional decision. Having done so, I haven't changed my initial recommendations. I'll explain why.

Firstly, I confirm RSA will meet the November 2022 claim for storm damage, and any internal damage caused by the storm. This will be up to the policy limits applicable when the claim was made. I haven't seen any evidence to suggest this claim exceeds those limits. Even if it did, the policy limits would've still applied if RSA had initially accepted this claim and I see no reason to interfere with this.

Turning now to the amount of compensation. I think it's right RSA should pay compensation for the impact of it declining this claim without sufficient evidence. However, I think it's important to distinguish between the following:

- the distress and inconvenience Mr and Mrs J suffered because there was storm damage to their home - and its consequences - at a time when Mr J was already unwell, which RSA isn't responsible for; and
- the things RSA did or failed to do once it was notified of the claim that might've added to that distress and inconvenience, which it is responsible for.

When I recommended a compensatory amount of £750, this took into account the impact of the declined claim, which I appreciate was at an already difficult time for Mr and Mrs J, and the fact this impacted them over several months. I also considered the poor service and delays experienced. So, although I appreciate Mr J would like the compensation to be higher, I consider the redress I've set out to be a fair way to resolve this complaint in all the circumstances.

Finally, responding to the point about the excess. The excess is something which is fairly due under the policy terms. So, whilst I appreciate it will have the practical effect of reducing the overall amount RSA pays, this doesn't change the amount of compensation awarded for distress and inconvenience caused.

I recognise Mr J may well be disappointed with this outcome as he feels the compensation should be higher. But my decision ends what we – in trying to resolve his dispute with RSA – can do for him.

### **Putting things right**

Royal & Sun Alliance Insurance Limited must take the following steps to put things right:

1. Meet Mr J's November 2022 claim for storm damage.
2. If any internal damage would remain unrepaired after this, to arrange for this to be met under the accidental damage section of the policy.
3. Pay compensation of £750 for the distress and inconvenience caused.

Points 1 and 2 are subject to all usual policy limitations and excesses.

### **My final decision**

For the reasons set out above, I uphold Mr J's complaint. To put things right, Royal & Sun Alliance Insurance Limited should take the steps set out above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr J to accept or reject my decision before 4 October 2023.

Rebecca Ellis  
**Ombudsman**