

The complaint

Mr B is unhappy with the way Royal & Sun Alliance Insurance Limited has handled repair works following an escape of water claim on his home insurance policy.

References to RSA include its agents.

Mr B is represented in this matter by his mother, Ms B, who lives at the property involved and she has made representations on his behalf. For ease, I'll generally refer to Mr B throughout this decision.

What happened

The details of the claim are well known to both parties, so I won't repeat them again here. Instead, I'll summarise the background.

In March 2018, there was a substantial escape of water at the property, a two-bedroom bungalow. Mr B made a claim on his policy for the damage caused. RSA accepted the claim and works started in January 2019.

By October 2019, Ms B moved back into the property from the alternative accommodation RSA had provided. By this point, the contents - which had been stored by RSA - had been returned to the property. This included more than 200 boxes which contained items that had been damaged - either by the escape of water or the way they'd been stored. For various reasons, including COVID, practical and health matters - it took until September 2020 for a figure to be submitted to RSA for the cost of replacing the contents. This figure wasn't agreed, and a complaint was raised with this service.

In August 2021, Mr B accepted a final decision issued by this service in relation to the contents, which upheld their complaint. And started to clear the boxes of contents from the property using a skip.

In November 2021, Mr B says RSA were emailed to tell them there were issues but they urgently needed the dishwasher and washing machine to be properly located and plumbed in and asked RSA to cover the cost of this.

By December 2021, Mr B says he asked RSA to pass the matter to the complaints department. Ultimately, he wasn't happy with the quality of repairs carried out including the following, which I'll refer to in this decision as the 'Issues'.

- The position of the pipes and the space left for the dishwasher and washing machine and impact of this on their use and warranty.
- The location of plugs in the kitchen which has reduced due to the reconfiguration of the kitchen work surfaces.
- Kitchen light switch not operating the same lights as previously.
- Kitchen worktop join lifting/warping.
- Wall cupboard damaged in the kitchen.
- Lounge ceiling uneven with numerous small areas of plaster flaking.

- Lounge decoration not to a satisfactory standard.
- Fireplace – whilst paid a cash settlement for this, this didn't include correcting the mess of the wall. Also, the fireplace is off center in the chimney breast.
- Loft ladders can't extend correctly now carpet has been laid.

Mr B would like the work to be completed properly. He says, if the property hadn't been filled with over 200 boxes for more than 18 months since the time it was habitable, RSA would've been notified of the problems sooner. It was only after these things had been resolved – by a final decision from this service in August 2021 - they were able to clear the boxes and reasonably become aware of the Issues.

RSA say the certificate of completion was issued in April 2019 and this had a 6-month rectification period from the builder. In addition, under the policy terms, Mr B agreed to a 12-month guarantee for works. As Mr B didn't raise any queries until long after these periods had expired, he's out of time to do so. And asking RSA to now cover them would be punitive.

Our Investigator upheld the complaint asking RSA to do the works and pay £250 in compensation.

RSA didn't agree to this. It says to ask it to rectify any works after such a long time would be unfair in the extreme and sets a worrying precedent. Further, it says the contents issues experienced are unrelated to the Issues.

In response to the Investigators view, Mr B made a number of points including:

- He wasn't aware of the 12-month guarantee time limit.
- He wants a cash settlement, in particular so the works can be organised around the adjustments needed for health conditions.

I issued a provisional decision on this complaint on 13 September 2023 where I said the following.

'I recognise I've summarised this complaint in far less detail than the parties and I've done so using my own words. I'm not going to respond to every single point made by the parties involved. No discourtesy is intended by this. Instead, I've focussed on what I think are the key issues here. Our rules allow me to do this and it reflects the informal nature of our service as a free alternative to the courts. If there's something I've not mentioned, it isn't because I've ignored it. I've given careful consideration to all of the submissions made before arriving at my decision and I'm satisfied I don't need to comment on every individual argument to be able to reach what I consider to be a fair outcome.'

Where there's a dispute about what happened, I've based my decision on what I think's more likely to have happened in light of the evidence. Having done so, I'm currently intending to uphold this complaint.'

Is Mr B out of time?

RSA says it won't consider the Issues raised by Mr B because they were raised outside the guarantee period it says Mr B agreed to when he took out the policy. But I don't see things the same. This is for the following reasons:

1. *Firstly, the work that's been carried out by RSA is covered by the claim. So, it's required to carry out effective and lasting repairs. To be lasting, it must put right the damage for an appropriate amount of time. This obligation isn't subject to a blanket*

time limit - what's appropriate will depend on what's being repaired. And I don't consider it fair or reasonable for RSA to seek to limit its obligation in this way using a term in the policy document.

- 2. Even if I thought it was fair for RSA to rely on the policy in this way (which, for the avoidance of doubt, I don't), I'm not satisfied April 2019 was the start of any period of warranty. There were significant further works until at least July 2019 and problems related to contents weren't resolved until August 2021 (and only because of a decision issued by this service). Ultimately, Ms B was unable to return to the property until October 2019 and then had to live amongst 200 boxes of returned (but damaged) contents until at least August 2021. Therefore, I don't agree Mr B could be expected to notify it of any and all issues in the period RSA has suggested. However, Mr B did notify them by November 2021. And I consider this was within 12 months of him being reasonably able to do so. To be clear, it follows my view here would be the same even if Mr B didn't raise the issues until January 2023. Finally, I haven't seen any evidence of the detriment the delay has caused which would permit RSA to reasonably and fairly rely on the policy term in this way even if I thought it was fair and reasonable for RSA to do so.*

I therefore find it unfair and unreasonable for RSA to rely on the term to limit the obligation on it to provide a lasting and effective repair in this particular matter.

Has RSA provided a lasting and effective repair?

RSA has told Mr B it won't consider the Issues as they were raised out of time. So, it hasn't accepted the Issues exist nor are RSAs responsibility to put right. There hasn't been a review of the work, and I've not been given any expert opinions on the quality of the work from Mr B nor RSA. So, it's not possible for me to say in this decision whether RSA has more likely provided a lasting and effective repair.

Having said this, I've taken account of the photos and videos Mr B has provided and accept these are enough to show the Issues raised do require RSA's consideration.

As a result of this, there will need to be further investigations by RSA to see what works need to be carried out, if any. This means RSA will need to attend the property to review the repairs - specifically in relation to the Issues – to decide if what was provided was a lasting and effective repair and produce an assessment of this. If any works are identified in this assessment, RSA will need to produce a scope of works before carrying out the works. It will need to share the assessment and any scope of works with Mr B.

I appreciate Mr B wants an independent party to assess the issues raised. But I consider it reasonable to require RSA to do this. And, as directed above, Mr B will be able to review that assessment and scope of works himself.

I'm aware Mr B would prefer a cash settlement and the reasons for this. However, this isn't something I am going to require RSA to do at this stage. Firstly, the assessment may not reveal any repairs which aren't lasting or effective. Secondly, RSA generally has the ability to choose under the policy how it settles a claim and I see no reason to interfere with this at this stage. At this point, I think it's helpful to explain that, in carrying out any further work, RSA would need to bear in mind Mr B's reasonable requests about how and when works are carried out, taking into account the health issues of Ms B which it's already aware of. Finally, if Mr B wants a cash settlement but RSA is prepared to do any works identified as a result of the above-mentioned assessment, RSA is only required to pay what it'd cost for it to do work. This may differ significantly to what it will cost Mr B to get the works done privately.

I can see RSA's decision not to assess the works when they were first raised would've caused both inconvenience and distress to Mr B. I also consider RSA gave conflicting information about how it'd handle the complaint raised – it said it'd phone to discuss matters and I can't see it did this. I'm therefore intending to ask it to pay him £250 as compensation for RSA's failings in this regard.

Finally, I note in this matter Mr B referred to having to bear the costs of plumbing in the dishwasher and washing machine when RSA refused to do this. If Mr B hasn't been reimbursed the costs of this, I consider RSA should now do so, subject to reasonable evidence of payment. I say this because in RSA's notes it confirmed the property was ready 'except for a return visit needed by plumber to plumb in dishwasher and washing machine when contents issues resolved' but when asked to cover the costs of this in November 2021, RSA declined. It also needs to pay interest on this sum from the date it was paid to the date of settlement at 8%.

I recognise Mr B may feel disappointed with this outcome overall and I'm sorry he may feel this way, but I am hopeful this gives him a pathway towards being able to bring matters to a close.

Putting things right

I currently intend to direct Royal & Sun Alliance Insurance Limited to put things right by taking the following steps.

- 1. Arrange to attend the property (within a reasonable period of being told Mr B accepts this decision) to review the repairs - specifically in relation to the Issues – to decide if what was provided was a lasting and effective repair and produce an assessment of this. If any works are identified, RSA will need to produce a scope of works before undertaking the repairs to put things right. It will need to share this assessment and any scope of works with Mr B within a reasonable period of them being completed.*
- 2. Pay the cost of having the dishwasher and washing machine plumbed in plus interest at 8% from the date it was paid to the date of settlement, subject to evidence of the date of payment.*
- 3. Pay Mr B £250 compensation for the distress and inconvenience. RSA must pay the compensation within 28 days of the date on which we tell it Mr B accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.*

**If Royal & Sun Alliance Insurance Limited considers that it's required by HM Revenue & Customs to take off income tax from that interest it should tell Mr B how much it's taken off. It should also give Mr B a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.'*

Ms B responded to accept the provisional decision on behalf of Mr B. She understands the reasons for it and only asks that any contractors entering the property wear facemasks. This is due to health issues and a recent admission to the hospital. She asks me to make this an instruction in my decision. Ms B also explains she's concerned there's an issue with the damp proof flooring in her bedroom with white mould growing on the carpet, further exacerbating health issues and wonders if this could be dealt with by RSA at the same time as the above issues which form part of this complaint.

RSA responded to ask questions about the findings in the provisional decision. Although I considered these to have been covered in the same, I responded and reminded it of the deadline for representations about the provisional decision. I haven't heard anything further from it.

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 reviewed RSA's questions and they've not persuaded me to change my decision. I say this because the findings reached in the provisional decision were explained and I haven't seen anything to change them.

In response to the specific points raised by Ms B, I respond as follows:

- I can't require any people entering the property under RSA's instruction to wear a facemask – it's not something which I consider is within the scope of my powers as an ombudsman. Even if it were, it's not something I would require as not all people are able to wear a facemask. However, as I set out in the provisional decision, in carrying out any further work (and assessments), RSA would need to bear in mind Mr B's reasonable requests about how and when works are carried out, taking into account the health issues of Ms B which it's already aware of. I consider this would include the request for any visitors to wear facemasks which it can share with the relevant contractor in advance.

I would balance this by emphasizing to Mr B - and Ms B – they will also need to be as flexible about the times and parameters of any visits by RSA as they possibly can. This will help to bring the matter to a timely close which I feel sure both parties are keen to achieve.

- Ms B is correct that any further issues noted with the repairs would need to be raised separately with RSA. However, RSA may decide it's more effective to assess the damp issue in Ms B's bedroom when it reviews the repairs relating to the Issues. It seems to me this would be the most efficient way forward. However, it's not something I can require RSA to do.
- I note there have been times when Ms B is not well enough to respond to this service or RSA. Mr B could appoint a further representative for those times as this may help matters progress as swiftly as possible.

Putting things right

Royal & Sun Alliance Insurance Limited needs to put things right by taking the following steps.

1. Arrange to attend the property (within a reasonable period of being told Mr B accepts this decision) to review the repairs - specifically in relation to the Issues – to decide if what was provided was a lasting and effective repair and produce an assessment of this. If any works are identified, RSA will need to produce a scope of works before undertaking the repairs to put things right. It will need to share this assessment and any scope of works with Mr B within a reasonable period of them being prepared.
2. Pay the cost of having the dishwasher and washing machine plumbed in plus interest at 8% from the date it was paid to the date of settlement, subject to evidence of the date of payment.
3. Pay Mr B £250 compensation for the distress and inconvenience. RSA must pay the compensation within 28 days of the date on which we tell it Mr B accepts my final decision. If it pays later than this, it must also pay interest on the compensation from the date of my final decision to the date of payment at 8% a year simple.

*If Royal & Sun Alliance Insurance Limited considers that it's required by HM Revenue & Customs to take off income tax from that interest it should tell Mr B how much it's taken off. It should also give Mr B a certificate showing this if he asks for one, so he can reclaim the tax from HM Revenue & Customs if appropriate.

My final decision

For the reasons explained above and in my provisional decision, my final decision is that I uphold this complaint. To put things right, Royal & Sun Alliance Insurance Limited needs to take the steps outlined above.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 9 November 2023.

Rebecca Ellis
Ombudsman