

## **The complaint**

Ms P complains about how Royal & Sun Alliance Insurance Limited (“RSA”) handled her claim on her home insurance policy.

## **What happened**

Ms P had a home insurance policy that was underwritten by RSA. In July 2021 she made a claim after she discovered a leak from her first-floor bathroom. RSA accepted the claim and commenced drying the property. However during this time, a second leak in the downstairs toilet was discovered. RSA also accepted the claim for this leak and carried out further drying.

It took some time for the claim to progress and for a final repair schedule and cash settlement to be finalised. And during this time Ms P was living in the property with her two children and limited bathroom facilities. Further, when addressing the second claim RSA’s contractors removed the toilet but failed to cap it off, which led to a bad smell throughout the property. Ms P had been unhappy with the service throughout the claim and made a complaint to RSA.

RSA upheld the complaint. It accepted it had caused some avoidable delays and offered £400 to apologise for these.

Ms P wasn’t happy with this. She said she’d been living in difficult conditions and RSA hadn’t offered the option of alternative accommodation which would have made things easier for her and her family. She therefore thought further compensation was due. She brought her complaint to this service.

Our investigator considered the issues and recommended the complaint be upheld. They thought while RSA had compensated for the delays Ms P had experienced, RSA hadn’t considered the impact the matter had had on Ms P. They thought RSA should pay an additional £250 compensation to apologise for this.

RSA accepted our investigator’s outcome, however Ms P didn’t. She asked for her complaint to be reviewed by an ombudsman.

## **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.

When considering a complaint, it’s my role to first identify whether the business in question got something wrong. And where I find it has, decide what it should do to put things right for its customer.

There is a certain amount of distress and inconvenience that is caused by having the need to claim. There will likely be a number of different companies involved and workmen attending a property, with certain areas unusable at times. When determining whether

compensation is due, I need to consider if the business caused any additional distress and inconvenience above that of a usual claim through its actions or those of its agents.

Here, I think RSA could have done more to ensure a smooth claim journey for Ms P and considering the impact this has had on her, I agree with our investigator that it should pay an additional £250. I've summarised the reasons for this award:

- From looking at the correspondence between Ms P and RSA, I think RSA could have addressed issues more quickly than it did, and if it had the claim wouldn't have taken as long to resolve. For example while the first claim was made in July 2021, it wasn't until late October that the works required were agreed. This meant the first floor bathroom wasn't reinstated until November, four months after it was reported. This should have been resolved more quickly and the delay meant Ms P had to live in poor conditions for longer, which would have caused additional distress and inconvenience.
- Ms P had to repeatedly chase RSA for updates on the progress of the claim, and while her chasers were responded to promptly, RSA weren't proactive outside of these. There were also appointments that were arranged and not attended as planned by RSA's contractor and a lack of clarity about who was attending when and what was happening with the claim. This added to the distress of the claim for Ms P as she didn't know what to expect or what timeframe the work would be able to start within. And it would have been inconvenient for her to have to contact RSA to get updates.
- While some of the emails from RSA expressed sympathy for Ms P's situation, they sometimes sought to apportion blame elsewhere, rather than taking responsibility for the matters at hand. While I appreciate there were a number of contractors involved in the claim, the agents of RSA are ultimately its responsibility for it manage. And as Ms P was just looking for an answer about the progress of the claim, this would have caused additional distress.
- There was a delay to RSA agreeing the amount for the cash settlement, which led to Ms P instructing the works to begin before the settlement was agreed and paid. This would have been inconvenient for Ms P and distressing as it was unclear as to whether the full amount would be covered.
- RSA's contractors removed the downstairs toilet following the second leak, but they failed to cap it off, which caused a bad smell throughout the property. Ms P was already living in difficult conditions, as she had limited bathroom facilities, and this would have made the situation worse and more distressing. This could have been avoided if RSA's contractors had followed the right process initially.
- Ms P has said that RSA should have offered alternative accommodation during the claim. Her policy provides: '*The cost of alternative accommodation for your family if the home is uninhabitable as a result of damage to the buildings*'. While Ms P's home did have limited bathroom facilities for a period, she did have access to a working toilet throughout the claim. And therefore the property wouldn't be considered uninhabitable. However RSA offered Ms P a total of £2,380 in disturbance allowance for the time she was disrupted by the claim. This is what this service would expect it to do in lieu of alternative accommodation, where a home isn't uninhabitable but presents a difficult living environment. So this is what I would have directed if it hadn't and I therefore won't ask it to do any more in this regard.

Based on this, I think RSA should pay an additional £250 compensation to Ms P, to make a total of £650. Ms P has expressed that she doesn't think this is enough to make up for the distress RSA and its agents have caused. And I in no way wish to diminish the impact the

matter has had on her – I can see it has been a very distressing period. However based on the length of the delays and the impact involved, this is in line with similar complaints of this nature this service has dealt with. So I think this is a fair amount to apologise for the distress and inconvenience it's caused.

### **My final decision**

For the reasons I've given, I uphold Ms P's complaint and direct Royal & Sun Alliance Insurance Limited to pay her an additional £250 compensation, to make a total of £650 to resolve this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms P to accept or reject my decision before 24 October 2023.

Sophie Goodyear  
**Ombudsman**