

## **The complaint**

Mr and Mrs H have complained Royal & Sun Alliance Insurance Limited (“RSA”) delayed dealing with their claim and failed to properly support them by providing alternative accommodation while an escape of water claim was being dealt with.

## **What happened**

In summer 2022, Mr and Mrs H had an escape of water in their bathroom, causing damage to the bathroom, hall, and kitchen. They initially contacted the emergency helpline included in their policy for assistance in stopping the immediate leak. After that, they submitted a claim to RSA in respect of the damage caused.

Mr and Mrs H have been concerned throughout about the length of time it took to deal with resolving their claim – which took months rather than weeks. And they were unhappy that they had to have different alternative accommodation during the course of the claim – which they sourced themselves.

Mr and Mrs H complained to RSA about these issues, and about the way their initial contact was dealt with on the day the escape of water was discovered. In their final response, RSA said they were satisfied overall with the way the claim was handled. They said there was minor delay during the drying process, which took longer than expected, but this was unavoidable. They also said their contractors were hampered by staff illness and lead times and supply issues across the industry.

RSA said their contractors had tried to assist Mr and Mrs H by bringing elements of the work forward. But this led to work being done sporadically and being fitted around other jobs. They said their communication around this could have been better. And, while they understood Mr and Mrs H’s complaint about not being updated, they were satisfied they’d complied with their own service standards.

To compensate Mr and Mrs H for the shortcomings they’d identified, RSA paid them £200 compensation.

Mr and Mrs H didn’t consider this resolved their complaint and brought it to our service. They said RSA hadn’t recognised the stress they and their family had been caused, or acknowledged the impact the management of the claim had had on their health or their earnings – as they’d had to take time away from work to deal with things.

Our investigator considered the complaint and concluded RSA didn’t need to do any more to resolve it. While she acknowledged the impact on Mr and Mrs H and their family, she didn’t think this was the result of anything within RSA’s control. She thought the £200 was sufficient to compensate for any delays they had caused.

Mr and Mrs H didn’t agree with the investigator’s view. So I’ve been asked to make a final 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.

Having done that, I'm not upholding Mr and Mrs H's complaint. I'll explain why.

I understand Mr and Mrs H have been distressed by what's happened. It's clear from all I've read that it was a difficult time for them and their family. It's not my intention to diminish that in any way. But I have to try and separate the inevitable difficulties and distress caused by the escape of water from RSA's actions. I can only say RSA should do more to resolve the complaint if I think they added to that difficulty and distress by acting unreasonably.

I've considered the areas of concern Mr and Mrs H have raised. I think they can be divided into concerns about the initial response to the escape of water, issues around alternative accommodation and delays in the claim. I'll deal with each of those separately.

### Initial response to the escape of water

It's clear Mr and Mrs H weren't happy with the initial response they got when they called the emergency helpline for assistance to deal with the flood. I understand why they feel that way. But this isn't an issue I can consider.

I've studied Mr and Mrs H's policy documentation. That shows RSA underwrote their buildings and contents cover. But their home emergency cover was underwritten by a different insurer.

I haven't been told whether or not Mr and Mrs H have made a complaint to the other insurer. But, if they want to complain about the initial response to the escape of water, that is what they'll need to do. The policy makes it clear this wasn't RSA's responsibility. So I'm not going to comment further on this part of the complaint.

### Alternative accommodation

Mr and Mrs H complained that they were offered accommodation which wasn't suitable for their family, they had to search for it themselves and that they had to move between alternative accommodation because repairs to their home weren't completed. I've thought about this.

The policy doesn't provide for alternative accommodation in every case. Rather, it provides alternative accommodation

*"...if the home is uninhabitable as a result of damage to buildings by causes described in [the policy]"*.

Whether a property is habitable varies from claim to claim. But, in many cases, properties are deemed habitable if they have a functioning kitchen, bathroom facilities and living space. Mr and Mrs H's property was – applying these criteria – habitable. But, because Mrs H suffered from a medical condition that was exacerbated by the damp in the house, RSA agreed to provide temporary accommodation.

The first accommodation provided was a hotel room. This wasn't acceptable to Mr and Mrs H, who had to share this with their family and pets – nor did it provide cooking facilities. I understand that view. But I can see RSA explained to them it was very difficult at that point to source any accommodation in the area, which is an extremely popular tourist destination at that time of year. It was Mr H who was able to find a suitable alternative. But I've seen

that RSA's agents were also searching. And RSA promptly So I don't think RSA did anything wrong here.

Nor do I think it's reasonable to say RSA were at fault for Mr and Mrs H having to switch alternative accommodation during their absence from their home. I can see that, when Mr H found their first accommodation, RSA advised him to rent it on a rolling monthly basis. Mr H wasn't able to do this but indicated he hoped there would be availability later in the year if needed. The notes I've seen satisfy Mr and Mrs H booked the accommodation in the knowledge it may not be available for their whole period of need. I can't say that's RSA's fault because they, too, were reliant on availability in the market and had no more access to properties than Mr and Mrs H.

With regard to later issues, I can't see that Mr and Mrs H asked RSA to help them search for accommodation. The claim notes show that requests around accommodation were limited to reimbursing costs - which RSA did promptly – not requests for assistance in sourcing.

So I don't think they need to do any more in relation to the provision of alternative accommodation. The need for that accommodation was, of course, linked to the length of time taken for works to be completed – which I've considered below.

#### Delay in completing repairs

Mr and Mrs H suffered the escape of water in summer 2022. Repairs weren't completed at the property until well into the new year. That's a long time. And I can understand Mr and Mrs H's frustrations over this.

But, as I said above, I can only say RSA should do more to resolve this element of the complaint if I think they dealt with it unreasonably. I don't think that's the case.

The claim related to an escape of water. So the property had to be dry before repairs started. That's reasonable. Mr and Mrs H have said the process took too long because RSA's contractor tried to dry the property without stripping walls and plaster. I'm not an expert. But I don't think it's unreasonable to try and dry the property causing as little additional damage as possible. So I can't agree with Mr and Mrs H the contractor should have immediately stripped everything back.

I can see that lead times for work to start were between 10 and 12 weeks after drying was completed, due to supply and labour issues. Mr and Mrs H were initially offered a start date around 11 weeks after the property was dry, in line with this. But I can see RSA took steps to try and bring work forward, by having contractors fit in their part of the work around other jobs.

I accept this wasn't ideal. And there were unfortunately delays as a result of contractor illness. But it was done in an effort to bring forward completion of the repair works – which is what Mr and Mrs H wanted. I think that was reasonable in the circumstances. The alternative was to wait for works to start as scheduled and be completed as a whole project.

I don't agree with Mr and Mrs H's suggestion that the issues were due to a lack of care or organisational skills. The evidence I've seen shows the repairs required a number of different skills – so different contractors were involved. And I've seen RSA and their agents spent time organising them to try and complete the work as quickly as possible. I don't think it's reasonable to say RSA should have done any more.

Finally, I've noted RSA sent Mr and Mrs H £200 for what they describe as their failure to properly set expectations around agents/contractors visiting the property and communicating

about attendance. Mr and Mrs H have said this isn't sufficient to recognise the stress and inconvenience to their family or the fact they took time off work to deal with the claim.

Our investigator explained to Mr and Mrs H at the outset we look at the overall impact a business's action has had on a customer, rather than the hourly rate someone is paid. That position's confirmed on our website. So that's what I've done.

I can see contact with both Mr and Mrs H was in fact frequent and they were included in emails sent to multiple contacts as a way of keeping them updated. So, while I note what RSA have said, I can't fairly say they didn't keep Mr and Mrs H informed. The only exception to this is that I can't see they were advised about lead times following the property being dry until they were given a date for works to start. While that didn't make any difference to the lead times, not giving Mr and Mrs H this information earlier was a failure to manage their expectations.

But I think £200 compensation is fair for this, taking into account the efforts RSA and their contractors made to bring the works forward and complete it earlier. So I don't think they need to do any more to resolve Mr and Mrs H's complaint.

### **My final decision**

For the reasons I've explained, I'm not upholding Mr and Mrs H's complaint about Royal & Sun Alliance Insurance Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs H and Mr H to accept or reject my decision before 3 November 2023.

Helen Stacey  
**Ombudsman**